



Ref. Enquiry No.: PE/PG/RTC/E-6290/2019

Dated: 19.08.2019

TENDER ENQUIRY THROUGH E-PROCUREMENT

DUE DATE
02.09.2019
BY 14:00PM

SUBJECT: TENDER ENQUIRY FOR RATE CONTRACT OF OCTAGONAL GALVANIZED POLES AS PER TECHNICAL SPECIFICATION NO. PE-RC-999-558-E004, REV 00

OUR REF: TENDER ENQUIRY NO: PE/PG/RTC/E-6290/2019, DTD-19.08.2019

Dear Sir/ Ma'am,

We are pleased to invite your offer for subject package in two parts strictly as per Clause-2.0 of the enclosed "Instructions to Bidders". Please upload your best quotation/ offer on <https://bhel.abcpocure.com> for the requirement strictly as per schedule of price format before above mentioned due date & time. The details of the tender enquiry are as mentioned below:

Sl. No	Description for which Rate Contract is desired	Tentative Quantity	Delivery required
1	OCTAGONAL GALVANIZED POLES - Refer Technical specification no PE-RC-999-558-E004, REV 00 for detailed description.	As per BOQ cum price schedule in Annexure-I) cumulative for the Prospective Projects as per Annexure-IV	"Four (04) months from drgs. /docs. approval in CAT-I issued by BHEL. Successful bidder to make 1st submission of drawing/docs within two weeks from the date of P.O as mentioned in clause 4.0 Section I Volume II of Technical Specification PE-RC-999-558-E004, rev-00. Vendor to re-submit Drawing/documents within 7 days, after incorporating BHEL comments. In case there are delays in drawing/docs submission and resubmission, that much delay would be reduced from delivery period.

Your best quotation/offer for the above requirement, in line with our terms and conditions, should be submitted online via e-procurement system. It shall be the responsibility of the bidder to ensure that the Tender is submitted on or before the due date by 2 p.m. Part-I bids shall be opened at 3 p.m. on the due date in the presence of authorized representatives of the bidders, who may like to be present.

Note: -

1. Please note that Part Supplies offered for tender BOQ shall disqualify the bidder's offer.
2. Documents and Credential as per Technical PQR, Techno Commercial Bids and Price Bids should be uploaded on the e-procurement portal.

Please refer GCC Rev-06 which is available on www.bhelpem.com. You are requested to kindly download the same & please find enclosed here with Corrigenda to GCC Rev 06.

19/8/19

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1. Rate contract, on firm price basis, shall be done for 2 years from placement of Rate Contract PO date with a provision for further extension after review on mutual consent.

Rate contract shall be done with 2 vendors in ratio of 70:30 value wise at L1 FOR site price for this package. Splitting of RC among 2 vendors may be changed during project ordering process if any vendor in RC is not approved by customer (i.e. BHEL may place order on any of the vendor in RC up to total applicable RC value in case of non-availability of customer approval for other vendor in RC). However, order for a project shall not be split and the same shall be informed to bidders through NIT.

2. Rate Contract will be finalized on total lump sum basis.

L1 Rates shall be counter offered to all bidders who participated in Price Bid Opening/RA for 30% value and in case acceptance of counter offer received from more than one vendor then acceptance shall be considered as per FINAL Price Bid Opening / Reverse Auction Ranking (as applicable). If none accepts L1 rates, RC shall be done with L1 vendor for 100% value.

3. As per cl. no. 3 (b) of make in India Circular ref: No. P-45021/2/2017-PP (BE-II) dtd 28/05/18 issued by Ministry of Commerce and Industry, Govt. of India, If L 1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L 1. Thereafter, the lowest bidder among the local suppliers, will be invited to match the L 1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L 1 price. In case such lowest eligible local supplier fails to match the L 1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L 1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L 1 bidder.

In such case further counter-offering for 70:30 as mentioned at point no. 1 shall not be applicable. However, if L1 bid is from local supplier or local supplier is not in the range of margin of purchase preference then further counter-offering for 70:30 shall be applicable as mentioned at point no. 1 & 2.

4. As per circular ref: No. P-45021/2/2017-PP (BE-II) dtd 28/05/18, the Margin of Purchase Preference shall be 20%.
5. For Octagonal Galvanized Pole package, the Local content shall be minimum 100%.

6. Bidders will be informed the following: -

- i. Evaluation will be on Ex Works + Freight basis.
- ii. Bidder to give single % of freight charges considering anywhere in India in the freight column. Bidders have to give same % of freight for each line item.
- iii. Bidders to mention applicable GST rate on (total Ex. works + freight) in the specified cells of price schedule on price form at e-procurement portal. However, may please note that GST shall not be considered in evaluation.
- iv. Though evaluation is on Ex Works + Freight, but there is % allocation weightage against BOQ quantity of each item which shall be used for arriving at price break up. Bidders need to give only their total ex works

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price for given BOQ at the specific cells that has been kept opened in the price schedule available in the e-procurement portal (Grand Total ex works price). Price mentioned anywhere else in BOQ or price uploaded anywhere else in the e-procurement portal shall not be taken in cognizance.

- v. Rest of the prices shall be derived by BHEL in line with allocation fixed for each item. There is formula applied in price schedule form available in e-procurement portal. As soon as bidder fills the cells for Total Ex works, freight percentage and GST percentage, rest values for e.g. unit ex works – item wise, total ex works – item wise, FOR site price – item wise will filled automatically. Bidders can also validate and cross check the same by using Check Formula button.
- vi. For better clarity to the bidders where value is to be filled is kept open in price form at e-procurement portal and for other columns it will be locked which denotes shall be derived by BHEL as per allocation fixed against each item.
- vii. HSN Code has been mentioned in Price Schedule.
- viii. Incomplete offer shall be summarily rejected.
- ix. Pre-Qualifying Requirements (PQR): All the bidders (registered/ non-registered) will be asked to submit documents fulfilling PQR (technical) requirements along with the bid & their further evaluation shall be done accordingly.
- x. Bidders to note that their bid shall be conditional subject to qualify PQR (technical) by registered vendors & non-registered vendors have to qualify PQR (technical) & get registered with PEM for the package.
- xi. Additional overhead charges shall be 5% instead of 30% as mentioned in clause no 26.2 of GCC Rev 06
- xii. Quantity variation shall be +30%. Project list is indicative only, BHEL may ask for delivery anywhere in India for any of the project added in the prospective project/ existing projects during RC period. No minimum quantity is guaranteed by BHEL.
- xiii. CIF allocation is not applicable for this tender. Bidder to quote accordingly.
- xiv. **Integrity pact is applicable for this tender**

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) have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

Sl No.	IEM	Address	Phone & Email
1.	Shri Arun Chandra Verma, IPS (Retd.)	Flat No. C -1204, C Tower, Amrapali, Platinum Complex, Sector 119, Noida (U.P.)	Ph: +91 8130386387 acverma1@gmail.com
2.	Shri Virendra Bahadur Singh, IPS (Retd.)	H. No. B-5/64, Vineet Khand, Gomti Nagar, Lucknow - 226010	Ph: +91 8853760730 9818377360 vbsinghips@gmail.com

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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. (Refer Annexure-IX for Integrity pact).

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 the any of the IEMs mentioned in the NIT. All correspondence with the IEMs shall be done through email only.

"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 officials whose contact details are provided above in NIT".

- xv. Bidders to note Model Conciliation Clause under BHEL Conciliation Scheme, 2018 as per Annexure VI
- xvi. "For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018 & 29.05.2019 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of the NIT but before finalization of contract/ PO/WO against the 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". Vendors are requested to go through the above mentioned orders and confirm the following-

The local supplier at the time of tender, bidding or solicitation 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) that the item offered meets the minimum local content as per above mentioned orders and shall give details of the location(s) at which the local value addition is made.

- xvii. MSME/ Start up vendors to submit applicable documents along with their offer for availing the benefits as per GOI guidelines.
- xviii. PEM is already registered with RXIL (TreDS) platform. MSME Bidders are requested to get registered with RXIL (TreDS) platform to avail the facility as per GOI guidelines, if desires so.

TERMS AND CONDITIONS

- Procurement of the subject package shall be done through e-procurement
- Enquiry No., due date etc. must be legibly super scribed on the offers as per clause no. 2.0 of "Instructions to Bidders".
- Offers should be uploaded in two parts online at <https://bhel.abcpocure.com> in as follows:
 - Part-I Bid: - Documents and Credential as per Technical PQR and Techno-Commercial offer (along with un-priced copy of un-priced bid and un-priced schedule of Technical-Commercial Deviation, Annexure I & II)

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- b) Part II Bid: - Price Bid and Priced schedule of Technical-Commercial Deviation
4. Terms and conditions: -
- a) Part I bid will be opened on date & time mentioned in the NIT or subsequent corrigenda/amendments, if any.
- b) **Techno-commercial offer of only those bidders shall be evaluated who will meet the Technical pre-qualifying requirement of the tender.**
5. Bidders shall submit their offers meeting the requirements of the following tender documents and other Terms and Conditions included in this Enquiry Letter:
- **ANNEXURE-I of GCC Rev. 06:** Letter to be furnished by the Bidders.
 - **DEFINITION OF TERMS.**
 - **Volume-I:** Comprising i) **Part-A:** Instructions to Bidders, ii) **Part-B:** General Commercial Terms & Conditions and iii) Special Conditions of Contract, if applicable.
 - **Volume-II:** Comprising i) **Part-A:** General Technical Conditions and, ii) **Part-B:** Technical Specification.
 - **Volume-III:** Schedules and Data Sheets.
- All the above Tender Documents shall automatically become a part of the Order/Contract after its finalisation.
6. Vendors shall quote in accordance with the requirements mentioned in the tender documents. In case of deviations (Technical/ Commercial), the same shall be highlighted separately giving Clause references along with the Cost of withdrawal of Deviations as per **Annexure-II to GCC Rev 06 of "DEVIATION SHEET (COST OF WITHDRAWAL)"** along with reasons for taking such deviations
Bidder to note all the points mentioned in "Notes" of Annexure-II to GCC Rev 06
7. **Please note the following:**
- a. **Price format is enclosed for compliance.**
- b. **SCC enclosed for compliance.**
- GCC enclosed for compliance. GCC Rev-06 is available on www.bhelpem.com. You are requested to kindly download the same. GST related corrigenda to GCC Rev.06 is enclosed. Bidders are requested for furnishing compliance of these documents.**
8. Tenders shall be submitted strictly in accordance with the requirements of the above tender documents.
9. Standard pre-printed terms & conditions of the tenderers shall not be considered valid.
10. Validity of offer shall be as per **Clause No. 7.0, "Instructions to Bidders" of GCC Rev 06.**
11. Unsolicited fresh/revised Price Bids shall not be entertained.
12. Purchaser shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject any/all tender(s) in part or full without assigning any reason whatsoever.
13. Late tenders will be rejected.
14. Tenders and all correspondence thereof, shall be addressed to the undersigned by name & designation and sent at the following address:

Mr. I P SINGH, DGM, CMM
M/s Bharat Heavy Electricals Ltd.,
Project Engineering Management,
Power Project Engineering Institute,

Mr. SUMEET SAHAY, DY MGR, CMM
M/s Bharat Heavy Electricals Ltd.,
Project Engineering Management,
Power Project Engineering Institute,

MR SUMEET SAHAY
DY MANAGER/CMM
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HRD & ESI Complex, Plot No 25, Sector-16 A, Noida-201301 Kind Attn: I P SINGH/ CMM E-MAIL: indra.pal.singh@bhel.in Ph. No. 0120-4218749 ,09818989654	HRD & ESI Complex, Plot No 25, Sector-16 A, Noida-201301 Kind Attn: SUMEET SAHAY/ CMM E-MAIL: sumeetsahay@bhel.in Ph. No. 0120-4213532 ,09999498202
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15. Definition of Terms is also enclosed. These definitions will apply to all the tender documents including this Enquiry Letter.
16. **Delivery:**
"Four (04) months from drgs. /docs. approval in CAT-I issued by BHEL. Successful bidder to make 1st submission of drawing/docs within two weeks from the date of P.O as mentioned in clause 4.0 Section I Volume II of Technical Specification PE-RC-999-558-E004, rev-00. Vendor to re-submit Drawing/documents within 7 days, after incorporating BHEL comments. In case there are delays in drawing/docs submission and resubmission, that much delay would be reduced from delivery period.
17. **PRE-QUALIFICATION REQUIREMENT: -**
Bidders is requested to fill up the details in "TECHNICAL PRE-QUALIFYING REQUIREMENT" as per the conditions mentioned in the PQR (technical) and also to submit the credentials.
Bids of only those bidders shall be evaluated who meet the Technical pre-qualifying requirements (if applicable).
18. Bidders to note that their bid shall be conditional subject to qualify PQR (technical) by registered vendors & non-registered vendors have to qualify PQR (technical) & get registered with PEM for the package.
For registration in PEM "Bidders needs to apply & get registered for subject package with PEM before P-2 (price bid opening) & hence you need to apply online for registration on PEM web portal & have to enclose acknowledgement with this effect with the bid documents else your bid may not be considered for evaluation"
19. Bidder has to submit "NO DEVIATION CERTIFICATE FOR COMMERCIAL TERMS AND CONDITIONS AS PER GCC (06), SCC AND NIT". In case of deviations, bidder to clearly mention the same with their techno-commercial offer.
20. All the above Tender Documents shall automatically become a part of the Order/Contract after its finalization.
21. **The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.**
22. "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."
BHEL Fraud prevention policy is also uploaded in vendor's section on www.bhelpem.com.
23. Bidders are requested to visit constantly our website to update them self for any technical or commercial change in the NIT.

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24. All corrigenda, addenda, amendments, time extensions, clarifications etc. to the tender will be hosted on BHEL websites only (www.bhelpem.com, www.bhel.com & <https://bhel.abcpurchase.com> under subject tender reference. Bidders are requested to visit our websites from time to time to keep themselves updated. **Bidders may go through the Sellers' manual & Help documents provided on E-Procurement Portal website & obtain required Digital Signature Certificate for participating in the subject Tender.**
25. Bidders to submit their offers strictly in line with the enclosed price format.
26. Inspection shall be done by BHEL/ END CUSTOMER/Third party Agency (finalized by BHEL).
27. Any other taxes & duties applicable on the date of bid but not quoted by the bidders shall be to bidder account.
28. Delivery terms for dispatches shall be FOR Dispatch Station.
29. This enquiry is subject to Conditions/ limits if any imposed in PMD / Vendor registration.
30. Foreign & indigenous bidders participating through open/limited tender will necessarily have to but class III DSCs issued by the certifying authorities in India. Basic procedure/ checklist is uploaded on www.bhel.com.
31. Non- registered bidder to submit the credentials required for Registration in BHEL PEM: -
"Online Registration Portal is operational in BHEL. Non-registered Vendors, who wish to apply for registration with BHEL-PEM, have to apply through Online Registration Portal available at www.bhelpem.com - vendor section - Online Supplier Registration. All credentials and/or documents duly signed and stamped related to registration has to be uploaded on the website and submit the application for registration. One set of hard copy of the filled-up SRF downloaded from Online Registration Portal duly signed and stamped has to be submitted."
32. Purchaser reserves the right to split up the scope of the tender enquiry and place the orders for different scope/ items with different bidders and also increase or decrease the quantity.
33. In case of RA, revised RA guidelines AA:SSP:RA:03 issued on 26.09.2016 (uploaded on http://www.bhel.com/vender_registration/pdf/Guidelines%20for%20Reverse%20Auction-2016.pdf) shall be applicable.
34. 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.

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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)."

As a reminder to the bidders, system will flash following message (in RED Color) during the course of 'online sealed bid':

"Bidders to submit online sealed bid less than or equal to their envelope sealed bid already submitted to BHEL"

Detailed guidelines of reverse auction 2016 are available in "information section" of www. bhelpe.com, same are applicable for subject tender.

IMPORTANT INSTRUCTION TO BIDDERS IN CASE OF REVERSE AUCTION

"The Bidders has to quote the Single Price (i.e. Total Cost to BHEL) in Reverse Auction. Price are to be inclusive of Packing & Forwarding charges, all the routine & type tests as per tender scope, Freight as applicable, including loading (if any). De-loading (if any) shall be done in line with NIT terms.

35. If any bidder has mentioned the term Not Applicable / Not required / Not Quoted in BHEL price format. The bidder needs to substantiate the same. If the same item will be required in future for the system same will be supplied free of cost.
36. Foreign Suppliers & Indian agents of foreign suppliers: Please refer our website <http://www.bhelpe.com/Tenders.aspx> for details.
37. L1 bidder will have to submit Bank Guarantee for each POs (irrespective of value) which will be placed under the Rate Contract finalised through this tender considering RC as original contract as per format mentioned in Annexure V to NIT instead of format mentioned in GCC Rev 06
38. All other terms and conditions shall be as per GCC Rev 06 and Special Conditions of Rate Contract as per attached Annexure-II. In the event of any contradiction in the terms and conditions mentioned, the order of preference shall be NIT and Annexures/Technical Specification/ corrigenda related to GCC Rev.06/ Rate contract SCC / GCC Rev. 06

Note: Tenderer must submit UN-PRICED Price format duly filled mentioning the word "QUOTED" in place of actual price given in sealed price bid.

Thanking you,

Yours faithfully,

For and on behalf of BHEL


(Signature of official with Name, Designation)
Sumit Sahaya / SUMIT SAHAYA
Dy. Manager (CMM) / Dy. Manager (CMM)
Bharat Heavy Electricals Ltd.
Power Sector-Project Engineering Management
BHEL Bldg. HRD & ES Complex,
Plot No. 25, Sector 16 A, Noida - 201301

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Enclosure:

1. Enquiry Terms & Conditions
2. Price Format (Prices should be quoted in this format only) – Annexure I
3. Techno-Commercial Deviation Sheet (Annexure-II to GCC Rev 06) – Annexure II
4. BOQ & Technical Specifications
5. Technical PQR
6. SCC – ANNEXURE III
7. Prospective Project List – Annexure IV
8. Corrigenda to GCC Rev 06
9. Annexure V - BG Format
10. Annexure VI - Model Conciliation Clause under BHEL Conciliation Scheme, 2018
11. Integrity Pact

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ANNEXURE I TO NIT REF NO.-PE/Pg/RTC/E-6290/2019, DTD-19.08.2019
PRICE SCHEDULE FOR OCTAGONAL GALVANIZED POLES

RATE CONTRACT

NAME OF VENDOR - (Please fill vendor's name)

SL. NO.	ITEM CODE	ITEM DESCRIPTION	UOM	QUANTITY	HSN CODE	UNIT EX- WORKS PRICE (DUTY PACKED) OF TOTAL EX-WORKS PRICE (INR)	UNIT EX- WORKS PRICE (DUTY PACKED) (INR)	FORMULA FOR TOTAL EX- WORKS PRICE (DUTY PACKED) (INR)	TOTAL EX- WORKS PRICE (DUTY PACKED) (INR)	FREIGHT CHARGES WITHOUT GST @ % OF TOTAL EX WORKS (INR)	APPLICABLE GST RATE % ON TOTAL EX WORKS + FREIGHT (INR)	TOTAL FOR SITE PRICE (INR)	REMARKS
1	2	3	4	5	6	7	8	9	10	11	12	13	14
1 0	558-14020-A	Octagonal Galvanized Pole Type PS1	No	1,400	7308	0.2789*X/1400	Derived	0.2789*X	Derived	% TO BE QUOTED	% TO BE QUOTED	Derived	
2 0	558-14021-A	Octagonal Galvanized Pole Type PS2	No	1,750	7308	0.5313*X/1750	Derived	0.5313*X	Derived	% TO BE QUOTED	% TO BE QUOTED	Derived	
3 0	558-14022-A	Octagonal Galvanized Pole Type PS3	No	10	7308	0.0018*X/10	Derived	0.0018*X	Derived	% TO BE QUOTED	% TO BE QUOTED	Derived	
4 0	558-14023-A	Octagonal Galvanized Pole Type PS4	No	50	7308	0.0158*X/50	Derived	0.0158*X	Derived	% TO BE QUOTED	% TO BE QUOTED	Derived	
5 0	558-14024-A	Octagonal Galvanized Pole Type PF1	No	50	7308	0.0064*X/50	Derived	0.0064*X	Derived	% TO BE QUOTED	% TO BE QUOTED	Derived	
6 0	558-14025-A	Octagonal Galvanized Pole Type PF2	No	200	7308	0.02*X/200	Derived	0.02*X	Derived	% TO BE QUOTED	% TO BE QUOTED	Derived	
7 0	558-14026-A	Junction Box Type JB (S)	No	3,460	8536	0.1458*X/3460	Derived	0.1458*X	Derived	% TO BE QUOTED	% TO BE QUOTED	Derived	
8 00	GRAND TOTAL (1 to 7)								X= TO BE QUOTED (IN FIGURES)	Derived = Rs Y	Derived	Derived	

NOTE:-

1. Bidder to note that evaluation shall be on Total Ex works price + Freight. Bidder to quote grand total Ex works value of the complete package only as per the BOQ above. The item wise break up of Ex works prices (unit as well as total) for all the items in the BOQ shall be derived as per the formulae indicated above by BHEL. Bidder also need to indicate Freight and GST rate in percentage in the respective column. Freight percentage to be quoted in percentage of Ex works value considering delivery anywhere in India.

2. Value is to be filled only where "to be quoted" is mentioned and for other columns where "derived" is mentioned same shall be derived by BHEL as per % allocation fixed against each item

3. Price mentioned anywhere else in BOQ shall not be taken in cognizance

4. For any clarification please refer Technical Specification No.-PE-RC-999-558-E004 REV 00

5. In case of Reverse Auction, vendor has to quote their Ex Works price+ Freight

6. Overall Quantity variation shall be +30% of contract value.

For BHEL SAHYA
Signature of the authorized person
Name of the authorized person
Designation of the authorized person
Date of the order to be filled
Page 1 of 1

ANNEXURE-II: DEVIATION SHEET (COST OF WITHDRAWAL)

PACKAGE:- OCTAGONAL GALVANIZED POLES

TENDER ENQUIRY REF NO-PE/PG/RTC/E-6290/2019, DTD-19.08.2019

NAME OF VENDOR:-

SL NO	VOLUME/ SECTION	PAGE NO.	CLAUSE NO.	TECHNICAL SPECIFICATION/ TENDER DOCUMENT	COMPLETE DESCRIPTION OF DEVIATION	COST OF WITHDRAWAL OF DEVIATION	REFERENCE OF PRICE SCHEDULE ON WHICH COST OF WITHDRAWAL OF DEVIATION IS APPLICABLE	NATURE OF COST OF WITHDRAWAL OF DEVIATION (POSITIVE/ NEGATIVE)	REASONS FOR QUOTING DEVIATION
TECHNICAL DEVIATIONS									
COMMERCIAL DEVIATIONS									
PARTICULARS OF BIDDERS/ AUTHORISED REPRESENTATIVE									
				DESIGNATIONS			SIGN & DATE		
NAME									

NOTES:

- | |
|--|
| 1. For self manufactured items of bidder, cost of withdrawal of deviation will be applicable on the basic price (i.e. excluding taxes, duties & freight) only. |
| 2. For directly dispatchable items, cost of withdrawal of deviation will be applicable on the basic price including taxes, duties & freight. |
| 3. All the bidders have to list out all their Technical & Commercial Deviations (if any) in detail in the above format. |
| 4. Any deviation not mentioned above and shown separately or found hidden in offer, will not be taken cognizance of. |
| 5. Bidder shall submit duly filled unpriced copy of above format indicating "quoted" in "cost of withdrawal of deviation" column of the schedule above along with their Techno-commercial offer. |
| 6. Bidder shall furnish price copy of above format along with price bid. |
| 7. The final decision of acceptance/ rejection of the deviations quoted by the bidder shall be at discretion of the Purchaser. |
| 8. Bidders to note that any deviation (technical/commercial) not listed in above and asked after Part-I opening shall not be considered |
| 9. For deviations w.r.t. Payment terms, Liquidated damages, Firm prices and submission of E1/ E2 forms before claiming 10% payment, if a bidder chooses not to give any cost of withdrawal of deviation loading as per Annexure-VIII of GCC, Rev-06 will apply. For any other deviation mentioned in un-priced copy of this format submitted with Part-I bid but not mentioned in priced copy of this format submitted with Priced bid, the cost of withdrawal of deviation shall be taken as NIL. |
| 10. Any deviation mentioned in priced copy of this format, but not mentioned in the un-priced copy, shall not be accepted. |
| 11. All techno-commercial terms and conditions of NIT shall be deemed to have been accepted by the bidder, other than those listed in unpriced copy of this format. |
| 12. Cost of withdrawal is to be given separately for each deviation. In no event bidder should club cost of withdrawal of more than one deviation else cost of withdrawal of such deviations which have been clubbed together shall be considered as NIL. |
| 13. In case nature of cost of withdrawal (positive/negative) is not specified it shall be assumed as positive. |
| 14. In case of discrepancy in the nature of impact (positive/ negative), positive will be considered for evaluation and negative for ordering. |

सुमित सहित्य / SUMIT SAHAYA
 व्यवस्थापक (HR एवं प्रशिक्षण) / Dy. Manager (Admin)
 हेवी इंडस्ट्रीज लिमिटेड / Heavy Industries Ltd
 गुडर रोड, धनबाद-826001, झारखण्ड
 Power Sector / Power Engineering Management
 क्वालिफिकेशन / Graduate in Mechanical Engineering
 PPEI Bldg. HRD & ESI Complex,
 Gate No. 25, Sector 16 V, नोएडा - 201301
 Plot No. 25, Sec 16 A, Noida - 201301



BHEL / PEM / CMM
SPECIAL CONDITIONS OF RATE CONTRACT

ANNEXURE III TO NIT REF NO-PW/PE/PG/RTC/E-6290/2019, DTD-19.08.2019

SPECIAL CONDITION OF RATE CONTRACT FOR OCTAGONAL GALVANIZED POLES

1. BHEL/PEM intends to enter into Rate Contract for supply of the tendered items for a period of two years. The Rate Contract shall come into force from the date of issue of Purchase order for Rate Contract. Validity for ordering shall be two years from the purchase order for Rate Contract.
2. Details of consignee and project site information for dispatch of material shall be intimated at the time of placement of PO for specific project after finalization of RC
3. Transit Insurance is in BHEL scope
4. The items will be required against respective projects. Exact quantities and Project information shall be intimated while placing order for a specific project based on the Rate Contract.
5. The prices shall be firm during the period of two years with a provision for further extension after review on mutual consent.
6. Inspection of materials shall be carried out by BHEL/CQA and or by Customer or by an authorized agency at manufacture's works before dispatch, if required. Dispatch of material to be done, only after receipt of BHEL/Customer MDCC. It is responsibility of vendor to for obtain Material Dispatch Clearance Certificate (MDCC) from BHEL or Customer as required before dispatch of material.

Vendor shall give inspection call on BHEL-CQS web site to applicable inspection agency with a copy of inspection call to BHEL-PEM for arranging Customer participation (if applicable) in inspection / Joint inspection on the proposed date with an advance notice of 15 working days. Inspection charges shall be paid by BHEL-PEM.

Items have to be manufactured as per specification and supplied strictly in accordance with the approved BHEL / Customer's Drawings & Quality Plan. The items/ test certificate of items, which for any reason are not acceptable to BHEL / Customer, shall be required to be retested. No extra charge shall be payable on those account by BHEL.

7. Mode of dispatch shall be by road through Schedule Bank/BHEL (PEM) approved transporters.
8. Other terms and conditions shall be as per Standard Technical specification no, GCC Rev 06 & Corrigenda to GCC Rev 06, Enquiry letter.
9. This enquiry is subject to Conditions/ limits if any imposed in PMD/ Vendor registration.
10. Tentative quantity is given in enquiry.
11. Bidders to submit offer for RC of said items ONLINE via e-Procurement System only. Bidder to upload tender documents complete in all respects duly signed & stamped on each and every page by the authorized signatory of the bidder as a token of acceptance of all the terms and conditions of tender.
12. The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendor/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL web site <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud as soon as it comes to their notice.
13. Ordering under this RC shall be subject to customer approval.

सुनीत साहय / SUMIT SAHAY
उप प्रबंधक (सी. एम. एम.) / CMM Manager (CMM)
भारत भारती इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Ltd.
पावर सेक्टर-प्रोजेक्ट एंजिनियरिंग मैनेजमेंट
Power Sector-Project Engineering Management
पीपीईआई भवन, एड.आर.डी. एण्ड ई.एस.आई कॉम्प्लेक्स
PPE Bldg. HRD & ESI Complex
प्लॉट नं. 25, सेक्टर 16 ए, नोएडा - 201301
Plot No. 25, Sec. 16 A, Noida - 201301

ANNX IV TO NIT REF NO - PE/PG/RTC/E-6290/2019, DTD-19.08.2019

LIST OF PROJECTS FOR OCTAGONAL GALVANIZED POLES

(RATE CONTRACT)

SL.NO	TITLE
1	3X800 MW PVUNL PATRATU TPP PHASE-1
2	2X660MW UDANGUDI STAGE-I
3	3X660 MW BARH STAGE-I FGD
4	3X660 MW NORTH KARANPURA TPS FGD
5	2X660 MW BARH STAGE-II FGD
6	2X500 MW MAUDA FGD
7	3X660MW NABINAGAR STPP FGD

सुमीत सहाय / SUMIT SAHAYA
उप प्रबंधक (पी.एम.एन.) / Deputy Manager (CHM)
भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Ltd.
पावर सेक्टर-प्रियोजना इंजीनियरिंग प्रबंधन
Power Sector Project Engineering Management
पीपीईआई मैन एग्रेसरी, एंड ईएसआई कॉम्प्लेक्स
PPEI Bldg. HRD & ESI Complex,
प्लॉट नं. 25, सेक्टर 16 ए, नोएडा - 201301
दिनांक: 19.08.2019 A. No. 19/2019/01

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 Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and will await their decision in the matter.

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

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

Section 4 - Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/ Bid Security
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to



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

Section 5 - Previous Transgression

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

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

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

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

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

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

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

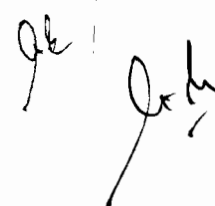
Section 8 - Independent External Monitor(s)

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

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

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

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



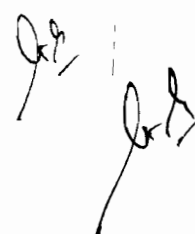
- 8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.9 IEM should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organisation.
- 8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code/ Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.
- 8.12 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Pact shall be operative from the date IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidders 6 months after the contract has been awarded. Issues like warranty / guarantee etc. should be outside the purview of IEMs.
- 9.2 If any claim is made/ lodged during currency of IP, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

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

Two handwritten signatures in black ink, one above the other, located at the bottom right of the page.

AA:SSP:IP:R02 dtd 10.07.2018

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.

(Office Seal)

Date-----

(Name & Address) _____

GST related Corrigendum to GCC Rev 06

Clause Ref:	Existing Clause as:	Replaced/ New Clause as:
Clause No. 4 of GCTC (General commercial terms and conditions)	TAXES AND DUTIES 4.1 EXCISE DUTY 4.1.1 Seller/ Contractor is required to ensure that excise duty including cess, if any, is quoted as per the existing tariff on the date of the offer and all benefits as per existing rules have been considered. 4.1.2 Excise duty actually incurred by Seller/ Contractor on self-manufactured items alone shall be reimbursed against documentary evidence. Excise duty paid by Purchaser on inputs, bought out items, raw materials and components consigned directly to site from sources other than Seller/ Contractor's factory/ works shall be included by the bidder in the quoted basic price. 4.1.3 If excise duty is paid under protest or dispute, it shall not be reimbursed till the dispute is settled. If the Seller/ Contractor claims/ obtains any refund of the excise duty paid, the same shall be refunded to the Purchaser immediately. 4.1.4 Invoice cum Excise duty gate pass (Excise Invoice) should contain the name of the ultimate consignee as per Order/ Contract/ Special Conditions of Contract. 4.1.5 If required by Purchaser, the Seller / Contractor will provide a certificate stating that CENVAT benefit has been availed of on the inputs and the same has been passed on to the Purchaser. 4.1.6 Excise duty shall be paid at actuals against documentary evidence but restricted to the amount and percentage indicated in the Order/ Contract. 4.2 SALES TAX / VALUE ADDED TAX (VAT) 4.2.1 Central Sales Tax / Value Added Tax shall be reimbursed only if the same is paid by the Seller / Contractor to the respective Govt. authorities on direct sales by the Seller/ Contractor to the Purchaser, meeting all statutory requirements and availing all exemptions/ concessions under the respective Central Sales Tax / Value Added Tax Acts. The offer should clearly indicate CST/ VAT percentage and the total	TAXES AND DUTIES 4.1 CGST/SGST/UTGST/IGST 4.1.1 Seller/ Contractor is required to ensure that CGST/SGST/UTGST/IGST (whichever is applicable) is quoted as per the existing tariff on the date of the offer and all benefits as per existing laws have been considered. 4.1.2 It is the responsibility of the seller/contractor to issue the Tax Invoice strictly as per the format prescribed under the relevant applicable GST law (CGST Act/SGST Act/UTGST Act/IGST Act). Vendor to indicate the proper GSTN Registration/ HSN code in their tax invoice. 4.1.3 The purchaser is registered in the State of Uttar Pradesh vide following GST registration number: 09AAACB4146P2ZC 4.1.4 Seller/contractor is required to mention the above registration number in their tax invoice unless stated otherwise in NIT/SCC. 4.1.5 CGST/SGST/UTGST/IGST shall be paid at actuals against Tax Invoice but restricted to the amount and percentage in the order/contract

Page 1 of 12

GST related Corrigendum to GCC Rev 06

amount along with concessional form(s), if any 4.2.2 Purchaser is registered in NOIDA, U.P. vide following Registration Numbers: Central Sales Tax Registration No.: ND - 5341151 w.e.f. 01-07-2006 UP Trade Tax Registration No.: ND - 0345307 w.e.f. 01-07-2006 UP TIN No.: 09765702874 4.2.3 Central Sales Tax/ Value Added Tax shall be reimbursed, as per tariff applicable, but restricted to the percentage and amount shown in the Order/ Contract. If it is shown as included in the quoted price/ not applicable, it will not be reimbursed by the Purchaser. 4.2.4 Purchaser proposes to make sale-in-transit under section 6 (2) (b) of Central Sales Tax Act where goods movement is inter-state. Form-C shall be issued and exchanged against Form-E1/E2 based on quarterly transactions. Seller/Contractor is required to submit his request in the format enclosed at Annexure-VI within 30 days from end of the Quarter, giving State-wise invoice details. 4.2.5 VAT invoices, in format prescribed by the respective State Sales Tax Act, have to be submitted in the name of Nodal Agency specified in Special Conditions of Contract. 4.3 SERVICE TAX 4.3.1 Service Tax paid by the Service Provider /contractor to the Government authorities directly shall only be reimbursed at actuals against documentary evidence, but restricted to the rate and amount mentioned in the order/contract. The offer should clearly indicate the percentage and the total amount of service tax. 4.3.2 Service provider/Contractor to ensure their registration for "Intended Service" to be provided, before claiming Service tax under the "intended category". Decision of BH&L shall be final w.r.t. the "intended category" in which the service will be falling. 4.3.3 If required by the Purchaser, the Service Provider/Contractor will provide a certificate stating that "CENVAT Benefit has been availed of on the input and the	4.2 OTHER TAXES & LEVIES 4.2.1 All taxes/duties/Cess other than CGST/SGST/UTGST/IGST shall be deemed to be included in the Ex-Works prices unless specified otherwise by the bidder in the price bid. No variation in other taxes and duties shall be payable by Purchaser. 4.3 CUSTOMS DUTY
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GST related Corrigendum to GCC Rev 06

same has been passed on to the purchaser" or "CENVAT Benefit has not been availed of on the inputs". 4.4 OTHER TAXES & LEVIES All taxes and duties other than Excise Duty, Sales Tax/ VAT, Service Tax shall be deemed to be included in the Ex-Works prices unless specified otherwise by the bidder in the price bid. No variation in other taxes and duties shall be payable by Purchaser. However, statutory variation in Octroi will be payable extra against documentary evidence. 4.5 CUSTOMS DUTY 4.5.1 Customs Duty element for imported items as per Special Conditions of Contract shall be included in the Ex-Works prices. No variation in customs duty and exchange rate for imported items shall be payable by Purchaser. 4.5.2 Seller/ Contractor shall arrange for his own import license, if required, since Purchaser will not provide any import license. Therefore, Seller/ Contractor alone shall be responsible for any delay in getting import license or non-availability of the same or completion of other related formalities. Purchaser shall not be responsible for any financial liability, whatsoever, on this account. 4.5.3 Essentiality Certificate or Project Authority Certificate (PAC) as per Import Policy, if required to avail concessional customs duty, shall be clearly specified in the offer. Import content (CIF value in rupees) with list of items, quantity, foreign currency, country of origin etc., shall be submitted by the bidder as part of Price bid. 4.6 DIRECT TAX 4.6.1 Purchaser shall not be liable towards income tax of whatever nature including variations thereof, arising out of this Order/ Contract, as well as tax liability of the Seller/ Contractor and his personnel.	4.3.1 Customs Duty/IGST/Goods and Services compensation cess under Goods and Services Tax (Compensation to States) Act, 2017 element for imported items as per Special Conditions of Contract shall be included in the Ex-Works prices. 4.3.2 Seller/ Contractor shall arrange for his own import license, if required, since Purchaser will not provide any import license. Therefore, Seller/ Contractor alone shall be responsible for any delay in getting import license or non-availability of the same or completion of other related formalities. Purchaser shall not be responsible for any financial liability, whatsoever, on this account. 4.3.3 Essentiality Certificate or Project Authority Certificate (PAC) as per import Policy, if required to avail concessional customs duty, shall be clearly specified in the offer. Import content (CIF value in rupees) with list of items, quantity, foreign currency, Country of origin etc., shall be submitted by the bidder as part of Price bid. 4.4 DIRECT TAXES 4.4.1 Purchaser shall not be liable towards income tax of whatever nature including variations thereof, arising out of this Order/ Contract, as well as tax liability of the Seller/ Contractor and his personnel. 4.4.2 Deductions of Tax at source at the prevailing rates shall be effected by the Purchaser before release of payment, as a statutory obligation, if applicable. TDS certificate will be issued by the Purchaser as per statutory provisions
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GST related Corrigendum to GCC Rev 06

4.6.2 Deductions of Tax at source at the prevailing rates shall be effected by the Purchaser before release of payment, as a statutory obligation, if applicable. TDS certificate will be issued by the Purchaser as per statutory provisions. 5.0 STATUTORY VARIATION 5.1 If the rates for taxes and duties in respect of the quoted materials and/ or services assumed by the Seller/ Contractor are less than the tariff prevailing at the time of tendering, Seller/ Contractor will be responsible for such under quotations. However, if the rates assumed are higher than the correct rates prevailing at the time of tendering, the difference will be to the credit of the Purchaser. 5.2 Statutory Variations in Excise Duty, Service Tax and Central Sales Tax/ Value Added Tax only on self-manufactured items/ services rendered by vendor himself on the rates prevailing at the time of delivery/ completion in comparison to the date of offer, will be to the account of the Purchaser. No other variations such as on customs duty, exchange rate, minimum wages, prices of controlled commodities, any other input etc. shall be payable by the Purchaser. 5.3 Notwithstanding the above, where the actual completion of the supply occurs beyond the period stipulated in the Order/ Contract or any extension thereof, variations referred to above, will be limited to the rates prevailing on the dates of such agreed completion periods only. For variations after the agreed completion periods, the Seller/ Contractor alone shall bear the impact for the upward revisions and for downward revisions, purchaser shall be given the benefit of reduction in taxes/ duties. This will be without prejudice to the levy of penalty for delay in delivery/ completion schedule. 5.4 Any new tax structure (like Goods & Services Tax) as and when implemented by the Government shall become applicable in addition to or in lieu of existing tax structure	5.0 STATUTORY VARIATION 5.1 Statutory variation for CGST/SGST/UTGST/IGST is available, provided the actual completion of supply does not occur beyond the period stipulated in the order/contract or any extension (without levy of penalty). 5.2 For variation after the agreed completion periods, the seller/contractor alone shall bear the impact for the upwards revisions and adjust the price in their basic price in such a manner that total price with tax matches with the ex-works with taxes of Purchase Order/Contract. For downward revisions, purchaser shall be given the benefit of reduction in CGST/SGST/UTGST/IGST. This will be without prejudice to the levy of penalty for delay in delivery/completion schedule. 5.4 No other variations such as on Custom Duty, exchange rate, minimum wages, prices of controlled commodities, any other input etc. shall be payable by the purchaser
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Clause 8	8.0 TRANSPORTATION & FREIGHT CHARGES 8.1 All dispatches shall be through road carriers approved by Purchaser/ Bank, on freight pre-paid basis. 8.2 Road permit/ entry permit, if required as per law of the State, shall be arranged by Purchaser. 8.3 Freight charges (including Service Tax) shall be payable after delivery of the goods at the project site, on receipt of MRC or receipted LR on pro-rata basis.	8.0 TRANSPORTATION & FREIGHT CHARGES 8.1 All dispatches shall be through road carriers approved by Purchaser/ Bank, on freight pre-paid basis. 8.2 Road Permit/E-way bill, if required, will be arranged by Supplier.
	9.0 TERMS OF PAYMENT 9.1 SUPPLY PACKAGES 9.1.1 Ninety percent (90%) of basic price of materials supplied, as per PO, along with 100% taxes and duties (as applicable), shall be paid against receipt of material at site on pro-rata basis. 9.1.2 Ten percent (10%) of basic price of materials supplied will be released on pro-rata basis after receipt of Material Receipt Certificate (MRC) from project site engineer of Owner/ Purchaser, on submission of all final documents for the packages as detailed below, duly certified by Engg. Deptt. of purchaser, and submission of Form E1/ E2 against Form-C, if applicable. List of packages with required final documents is as per Annexure-X. 9.2 SUPPLY PACKAGES WITH PERFORMANCE GUARANTEE / DEMONSTRATION TEST AT SITE IN VENDOR'S SCOPE 9.2.1 Eighty Five percent (85%) of basic price of materials supplied, as per PO / approved billing schedule, along with 100% taxes and duties (as applicable), shall be paid against receipt of material at site on pro-rata basis. 9.2.2 Ten percent (10%) of basic price of materials supplied will be released on pro-rata basis after receipt of Material Receipt Certificate (MRC) from project site engineer of Owner/ Purchaser and submission of Form E1/ E2 against Form-C, if applicable. 9.2.3 Five percent (5%) of the total basic price of materials and PG/ Demonstration test charges shall be released after submission of all final documents as per Technical	9.0 TERMS OF PAYMENT 9.1 SUPPLY PACKAGES Payment of basic price of materials supplied alongwith freight and taxes and duties (as applicable), shall be paid against receipt of material at site on pro-rata basis. 10% of basic price of materials supplied will be retained as security deposit which will be released on pro-rata basis after receipt of Material Receipt Certificate (MRC) from project site engineer of owner/purchaser on submission of all the final documents for the packages as detailed below, duly certified by engineering department of purchaser. List of packages with required final documents is as per Annexure-X. 9.2 Supply packages with performance guarantee/demonstration test at site in vendor's scope Payment of basic price of materials supplied, as per PO/ as per approved billing schedule, along with freight and taxes and duties (as applicable), shall be paid against receipt of material at site on pro-rata basis. 15% of basic price of materials supplied will be retained as security deposit which will be released on pro-rata basis as details below: a) 10% will be released after receipt of Material Receipt Certificate (MRC) from project site engineer of owner/purchaser.

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Specifications and successful completion of the Performance Guarantee (PG)/ Demonstration Test at site. Note: If the Performance Guarantee/ Demonstration Test is not conducted up to 24 months from supply completion for reasons not attributable to the vendor, then last 5% payment will be released against Bank Guarantee of an equivalent amount, valid for 12 months. This bank guarantee will be in addition to Contract Performance Bank Guarantee for 10% of the contract value (excluding taxes, duties and freight). 9.3 SUPPLY PAYMENT FOR TURNKEY PACKAGES (E&C IN VENDOR'S SCOPE) 9.3.1 Eighty Five percent (85%) of basic price of materials supplied, as per approved billing schedule, along with 100% taxes and duties (as applicable), shall be paid against receipt of material at site on pro-rata basis. OR i) Five percent (5%) lump sum payment of total basic price (excluding taxes, duties & freight) against approval of design documents and quality plan as certified by Engineering. Design documents and quality plan shall be as defined in the Technical Specifications. ii) Eighty percent (80%) of basic price of materials supplied, as per approved billing schedule, along with 100% taxes and duties (as applicable), shall be paid against receipt of material at site on pro-rata basis. 9.3.2 Five percent (5%) of basic price of materials supplied along with freight, if applicable, will be released on pro-rata basis after submission of Material Receipt Certificate (MRC) from project site engineer of Owner/ Purchaser and submission of Form E1/ E2 against Form-C, if applicable. Collection of Material Receipt Certificate from Site/ Owner and its submission for claiming the payment shall be the responsibility of the Seller/ Contractor. 9.3.3 Ten percent (10%) of the total basic price shall be released after i) submission of all final documents as per Technical Specifications and ii) successful completion of	b) 5% will be released after submission of final documents as per technical specification and successful completion of the performance guarantee (PG)/ Demonstration test at site. Note: If the Performance Guarantee/ Demonstration Test is not conducted up to 24 months from supply completion for reasons not attributable to the vendor, then 5% security deposit will be released against Bank Guarantee of an equivalent amount, valid for 12 months. This bank guarantee will be in addition to Contract Performance Bank Guarantee for 10% of the contract value (excluding taxes, duties and freight). 9.3 SUPPLY PAYMENT FOR TURNKEY PACKAGES (E&C IN VENDOR'S SCOPE) 9.3.1 Payment of basic price of materials supplied, as per approved billing schedule, along with freight, taxes and duties (as applicable), shall be paid against receipt of material at site on pro-rata basis. 15% of basic price of materials supplied will be retained as security deposit which will be released on pro-rata basis as details below: a) 5% will be released on pro-rata basis after submission of Material Receipt Certificate (MRC) from project site engineer of owner/purchaser. Collection of Material Receipt Certificate from site/owner and its submission for claiming the payment shall be the responsibility of the Seller/Contractor. b) 10% will be released after i) submission of all final documents as per Technical Specifications and ii) successful completion of Performance Guarantee (PG)/ Demonstration Test and handing over of the system/ package, if applicable, as per Order/ Contract
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Performance Guarantee (PG)/ Demonstration Test and handing over of the system/ package, if applicable, as per Order/ Contract. 9.4 ERECTION & COMMISSIONING PAYMENT FOR TURNKEY PACKAGES 9.4.1 Eighty percent (80%) payment on pro-rata basis for the work completed, as per approved billing schedule, shall be released by Site authorities/ Region on submission of protocols, duly signed by BHEL Site/ Owner. 9.4.2 Ten percent (10%) of the total value shall be released by Site authorities/ Region on successful commissioning of the complete system/ package. 9.4.3 Ten percent (10%) of the total value shall be released by Site authorities/ Region on successful completion of PG/ Demonstration test(s) and handing over system/ package to the Owner, as applicable. 9.5 PG TEST, INSTALLATION CHECK, SUPERVISION OF ERECTION / COMMISSIONING CHARGES 100% payment shall be released after successful completion of the activity, on Site certification. 9.6 Vendors shall submit documents for payment directly to BHEL. Payment will be released within 60 days after receipt of complete documents as per order/ contract (45 days for vendors qualified and registered as Micro or Small as per MSMED Act). To be eligible for payment as Micro and Small category, vendors shall submit annual certification for validation from designated authority under MSMED Act or Chartered Accountant within first quarter of every financial year. Note: 1) For indigenous suppliers, if the documents are routed through Bank, then all bank charges will be to vendor's account. 2) Foreign bidders can opt for payment (less agency commission, if applicable) through irrevocable and unconfirmed letter of credit. In that case for	9.4 ERECTION & COMMISSIONING PAYMENT FOR TURNKEY PACKAGES 9.4.1 Eighty percent (80%) payment on pro-rata basis for the work completed, as per approved billing schedule, shall be released by Site authorities/ Region on submission of protocols, duly signed by BHEL Site/ Owner. 9.4.2 Ten percent (10%) of the total value shall be released by Site authorities/ Region on successful commissioning of the complete system/ package. 9.4.3 Ten percent (10%) of the total value shall be released by Site authorities/ Region on successful completion of PG/ Demonstration test(s) and handing over system/ package to the Owner, as applicable. 9.5 PG TEST, INSTALLATION CHECK, SUPERVISION OF ERECTION / COMMISSIONING CHARGES 100% payment shall be released after successful completion of the activity, on Site certification. 9.6 Vendors shall submit documents for payment directly to BHEL. Payment will be released within 60 days after receipt of complete documents as per order/ contract (45 days for vendors qualified and registered as Micro or Small as per MSMED Act). Note: 1) Vendors are required to issue Tax Invoice inclusive of PVC value (if applicable) wherever invoices are available. 2) For indigenous suppliers, if the documents are routed through Bank,
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evaluation purpose, prices of foreign bidders will be loaded on account of payment through LC, equal to loading specified against 'Payment through Bank' in Annexure-VIII. No loading will be done if foreign vendors agree for 90 days advance LC or submit the documents on collection basis for payment within 90 days of submission of complete documents. 3) LC opening/ negotiation/ confirmation charges will be to vendor's account. 4) Form C/ E1/E2 are not applicable for foreign bidders. 5) In extreme case of vendors not agreeing to link 10% payment with submission of Form E1/ E2 against Form-C as above, their prices will be loaded as per Annexure-VIII. 6) Any negative PVC, if not adjusted in earlier payments, will be adjusted at the time of MRC payment. 7) Payment terms for mandatory spares shall be as per clause 9.1.	then all bank charges will be to vendor's account. 3) Foreign bidders can opt for payment (less agency commission, if applicable) through irrevocable and unconfirmed letter of credit. In that case for evaluation purpose, prices of foreign bidders will be loaded on account of payment through LC, equal to loading specified against 'Payment through Bank' in Annexure-VIII. No loading will be done if foreign vendors agree for 90 days advance LC or submit the documents on collection basis for payment within 90 days of submission of complete documents. 4) LC opening/ negotiation/ confirmation charges will be to vendor's account. 5) Payment terms for mandatory spares shall be as per clause 9.1. 9.7 The applicable TDS under CGST/SGST/IGST/ Goods and Services (Compensation to States) Act will be deducted from the payments. 9.8 Other clauses 1. Vendor/Supplier will intimate & upload the Tax invoice along with LR/RR(as applicable) on web portal & intimate BHEL immediately on removal of goods from vendor/supplier works in case of Services, Vendor is required to upload the Tax invoice on Web Portal immediately after raising the invoice. BHEL will issue the delivery order/instruction to dispatch the material to the customer as indicated in SCC. 2. All payments against Tax Invoice to vendors/contractors shall be released only after
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		a) Vendor/contractor declaring such invoice in GSTR-1 within the prescribed timeline as per the relevant Act. b) The tax component charged by the vendor in the invoice should be matched with the details uploaded by vendor in GSTR-1. c) Confirmation of payment of GST thereon by vendor on GSTN portal 3. In case, any GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry to timeline prescribed in the relevant Act for availing such ITC, or any other reasons not attributable to BHEL, tax amount shall be recoverable from the vendor/contractor along with interest levied/leviable on BHEL. 4. Wherein GST liability arises on BHEL under reverse charge, any interest levied/leviable due to any reasons not attributable to BHEL shall be recovered from the vendor/contractor.
Clause 9	9.7 DOCUMENTS TO BE SUBMITTED BY VENDOR 9.7.1 For Recognition of Dispatch Copy of the following documents by e-mail/ fax immediately on despatch: a. Invoice b. LR along with Delivery Order c. Packing List d. Insurance Intimation e. Dispatch Clearance 9.7.2 For Claiming Payments (under clause 9.1.1, 9.2.1, 9.3.1): a. Invoice – original+1 copy b. Receipted LR (signed & stamped)/ confirmation from site regarding receipt of packages/ Boxes original/ copy	9.7 All same a. to be replaced with "GST compliant invoice" in 9.7.1, 9.7.2, 9.7.3 Modification in the clause Duty drawback documents "As per applicable law" (original+1 copy.)

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	c. Delivery order- 2 copies d. Packing List - clearly showing number of packages, gross weight and net weight. - original+1 copy e. MDCC from BHEL/ Customer – as per SCC – 2 copies f. Guarantee Certificate – Original + 1 copy g. Insurance Intimation - 2 copies h. CQIR / Inspection Reports – Original+1 copy i. PVC Calculation and copy of all applicable indices, if PVC applicable. – 2 copies j. Duty drawback documents (original excise invoice, original disclaimer certificate, original certificate from excise authority for payment of excise duty), if applicable. – original + 1 copy 9.7.3 For Claiming Freight Payment a. Invoice – Original + 1 copy b. Receipted LR (signed & stamped)/ confirmation from site regarding receipt of packages/ Boxes original/ copy c. Transporter's document indicating the freight amount. Original money receipt to be submitted if required as per SCC. 9.7.4 For Claiming MRC Payment a. Invoice – Original + 1 copy b. Copy of MRC 9.7.5 For Claiming Payment for Services involving Service Tax a. Invoice as per rule 4A of Service Tax Act – Original + 1 copy b. Copy of Service Tax registration certificate c. Copy of challan for Service Tax payment	
Clause 3.0 Instruction to bidders	Total erection & commissioning charges including service tax should be minimum 20% (or as specified in NIT) of the total quoted package price (excluding mandatory spares but including all taxes and freight), failing which the break-up of prices shall be adjusted accordingly for ordering.	Total erection & commissioning charges including applicable tax but excluding freight along with GST should be minimum 20% (or as specified in NIT) of the total quoted package price (excluding mandatory spares but including all taxes and freight), failing which the break-up of prices shall be adjusted accordingly for ordering.

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Clause 16.0 Instruction to bidder	For deviations w.r.t. Payment terms, Liquidated damages, Firm prices and submission of E1/ E2 forms before claiming 10% payment, if a bidder chooses not to give any cost of withdrawal of deviation loading as per Annexure-VIII will apply.	For deviations w.r.t. Payment terms, Liquidated damages, Firm prices before claiming 10% payment, if a bidder chooses not to give any cost of withdrawal of deviation loading as per Annexure-VIII will apply.
Clause 16.0 of GTC	Purchaser reserves the right to recover from the Seller/ Contractor, as agreed liquidated damages and not by way of penalty, a sum equivalent to half (½) percent of the total contract price per week or part thereof, subject to a maximum of ten (10) percent of the total contract price excluding elements of taxes, duties and freight, if the Seller/ Contractor fails to deliver any part of the ordered stores within the period stipulated in the Order/ Contract. For Turnkey packages (Supply and E&C in vendor's scope), Liquidated Damages shall be levied on the total contract value of both Supply and E&C orders (excluding taxes, duties and freight) if E&C completion of the package is delayed beyond the contractual completion date or extension thereof. Liquidated Damages will not be withheld from supply payment. LR/ GR/ RR date for indigenous supplies and AWB/ BL date for FOB contracts shall be treated as the date of dispatch for levying LD as per Clause 16. However, for indigenous supply if receipted LR date is beyond three months from the date of LR, such excess period shall also be considered for LD purpose 2. In case of any amendment/ revision, LD shall be linked to the amended/ revised contract value and delivery date(s)	Purchaser reserves the right to recover from the Seller/ Contractor, as agreed liquidated damages and not by way of penalty, a sum equivalent to half (½) percent of the total contract price per week or part thereof, subject to a maximum of ten (10) percent of the total contract price excluding elements of taxes, duties and freight, if the Seller/ Contractor fails to deliver any part of the ordered stores within the period stipulated in the Order/ Contract. For Turnkey packages (Supply and E&C in vendor's scope), Liquidated Damages shall be levied on the total contract value of both Supply and E&C orders (excluding taxes, duties and freight) if E&C completion of the package is delayed beyond the contractual completion date or extension thereof. Liquidated Damages will not be withheld from supply payment LR/ GR/ RR/ away bill date for indigenous supplies and AWB/ BL date for C&F contracts shall be treated as the date of dispatch for levying LD as per Clause 16. However, for indigenous supply if receipted LR/away bill date is beyond three months from the date of LR/away bill, such excess period shall also be considered for LD purpose. 2. In case of any amendment/ revision, LD shall be linked to the amended/ revised contract value and delivery date(s)

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Deviation sheet- Cost of Withdrawal	Point no-9 For deviations w.r.t. Payment terms, Liquidated damages, Firm prices and submission of E1/ E2 forms before claiming 10% payment, if a bidder chooses not to give any cost of withdrawal of deviation loading as per Annexure-VIII of GCC, Rev-06 will apply. For any other deviation mentioned in un-priced copy of this format submitted with Part-I bid but not mentioned in priced copy of this format submitted with Priced bid, the cost of withdrawal of deviation shall be taken as NIL.	For deviations w.r.t. Payment terms, Liquidated damages, Firm prices before claiming 10% payment, if a bidder chooses not to give any cost of withdrawal of deviation loading as per Annexure-VIII of GCC, Rev-06 will apply. For any other deviation mentioned in un-priced copy of this format submitted with Part-I bid but not mentioned in priced copy of this format submitted with Priced bid, the cost of withdrawal of deviation shall be taken as NIL.
Annexure-VII		Deleted
Annexure-VIII		Following changes in annexure-8, (remaining portion of annex-8 is same): C) LIQUIDATED DAMAGES If maximum limit asked for is 10% or 5% of Undelivered Portion – 10% value of the total quoted price including GST & freight. If maximum limit asked is less than 10 % of contract value loading shall be to the extent to which not agreed by bidder (at offered value) E2-DEVIATION-TO-SUBMISSION-4-OF-FORM-E1/ E2-BEFORE-CLAIMING-10% PAYMENT -10% of Ex-Works supply value.
New clauses: a) In case of discrepancy in CGST/SGST/UTGST/IGST rate corresponding to HSN code and quotes rates, the evaluation shall be done on quoted price and correct CGST/SGST/UTGST/IGST rate shall be considered for ordering (limited to quoted FOR Site Price) b) The bidder should have been registered with the appropriate authority under relevant GST laws. c) The bidder to specify in their offer (part I bid) the category of registration under GST i.e. registered dealer and composite dealer d) No CGST/SGST/UTGST/IGST will be reimbursed to composite dealer. In the event of any GST quoted by composite dealer, the same shall be considered for evaluation purpose. However, the ordering will be done without considering the tax e) In the event of any change in the status of vendor from composite to regular dealer after the submission of the bid but before the supply, no reimbursement of CGST/SGST/UTGST/IGST will be made. However, the vendor has to raise the invoice strictly, as per the law, by adjusting their ex-works price		

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BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No:
Date:

To
NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of the Bharat Heavy Electricals Limited¹ (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 _____ through its Unit at _____ (name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) having its registered office at _____² hereinafter referred to as the 'Contractor/Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No. _____ dated _____³ valued at Rs. _____⁴ (Rupees _____) / FC. _____ (in words _____) for _____⁵ (hereinafter called the 'Contract') and the Contractor having agreed to provide a Contract Performance Guarantee, equivalent to _____% (.... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

we, _____, (hereinafter referred to as the Bank), having registered/Head office at _____ and inter alia a branch at _____ being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer a maximum amount Rs. _____ (Rupees _____) without any demur, immediately on a demand from the Employer, . 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 Contractor/ Supplier in any suit or proceeding pending before any Court or Tribunal relating thereto 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 contractors/supplier shall have no claim against us for making such payment.

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

We _____ BANK further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said 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 Contractor/Supplier and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor/Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said 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 Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

This Guarantee shall remain in force upto and including _____⁶ 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 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 _____⁷ we shall be discharged from all liabilities under this guarantee thereafter.

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

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed _____⁸
- b) This Guarantee shall be valid up to _____⁹
- c) Unless the Bank is served a written claim or demand on or before _____¹⁰ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

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

For and on behalf of
(Name of the Bank)

Dated.....
Place of Issue.....

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

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

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ PROJECT/SUPPLY DETAILS

⁵ BG AMOUNT IN FIGURES AND WORDS

⁶ VALIDITY DATE

⁷ DATE OF EXPIRY OF CLAIM PERIOD

⁸ BG AMOUNT IN FIGURES AND WORDS.

⁹ VALIDITY DATE

¹⁰ DATE OF EXPIRY OF CLAIM PERIOD

Note:

1. Units are advised that expiry of claim period may be kept 23 months after validity date.
2. In Case of Bank Guarantees submitted by Foreign Vendors-
 - a. From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India) can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
 - b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)
 - b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by any of the Consortium Banks only will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank (BHEL's Consortium Bank). 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). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.
 - b.4 The BG should clearly specify that the demand or other document can be presented in electronic form.

ANNEXURE-C

BRIEF PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS

1. 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 herein:
2. The party desirous of resorting to Conciliation shall send an invitation/notice in writing to the other party to conciliate specifying all points of Disputes with details of the amount claimed. The party concerned shall not raise any new issue thereafter. Parties shall also not claim any interest on claims/counter-claims from the date of notice invoking Conciliation till the conclusion of the Conciliation proceedings.
3. The party receiving the invitation/notice for Conciliation shall within 30 days of receipt of the notice of Conciliation intimate its consent for Conciliation along with its counter-claims, if any.
4. The Conciliation in a matter involving claim or counter-claim (whichever is higher) up to Rs 5 crores shall be carried out by sole Conciliator nominated by BHEL while in a matter involving claim or counter-claim (whichever is higher) of more than Rs 5 crores Conciliation shall be carried out by 3 Conciliators nominated by BHEL.
5. The Parties shall be represented by only their duly authorized in-house executives/officers and neither Party shall be represented by a Lawyer.
6. The first meeting of the IEC shall be convened by the IEC by sending appropriate communication/notice to both the parties as soon as possible but not later than 30 days from the date of his/their appointment. The hearings in the Conciliation proceeding shall ordinarily be concluded within two (2) months and, in exceptional cases where parties have expressed willingness to settle the matter or there exists possibility of settlement in the matter, the proceedings may be extended by the IEC by a maximum of further 2 months with the consent of the Parties subject to cogent reasons being recorded in writing.
7. The IEC shall thereafter formulate recommendations for settlement of the Disputes supported by reasons at the earliest but in any case within

15 days from the date of conclusion of the last hearing. The recommendations so formulated along with the reasons shall be furnished by the IEC to both the Parties at the earliest but in any case within 1 month from the date of conclusion of the last hearing.

8. Response/modifications/suggestions of the Parties on the recommendations of the IEC are to be submitted to the IEC within time limit stipulated by the IEC but not more than 15 days from the date of receipt of the recommendations from the IEC.
9. In the event, upon consideration, further review of the recommendations is considered necessary, whether by BHEL or by the other Party, then, the matter can be remitted back to the IEC with request to reconsider the same in light of the issues projected by either/both the Parties and to submit its recommendations thereon within the following 15 days from the date of remitting of the case by either of the Parties.
10. Upon the recommendations by the Parties, with or without modifications, as considered necessary, the IEC shall be called upon to draw up the Draft Settlement Agreement in terms of the recommendations.
11. When a consensus can be arrived at between the parties only in regard to any one or some of the issues referred for Conciliation the draft Settlement Agreement shall be accordingly formulated in regard to the said Issue(s), and the said Settlement Agreement, if signed, by the parties, shall be valid only for the said issues. As regards the balance issues not settled, the parties may seek to resolve them further as per terms and conditions provided in the contract.
12. In case no settlement can be reached between the parties, the IEC shall by a written declaration, pronounce that the Conciliation between the parties has failed and is accordingly terminated.
13. Unless the Conciliation proceedings are terminated in terms of para 22 (b), (c) & (d) herein below, the IEC shall forward his/its recommendations as to possible terms of settlement within one (1) month from the date of last hearing. The date of first hearing of Conciliation shall be the starting date for calculating the period of 2 months.



14. In case of 3 members IEC, 2 members of IEC present will constitute a valid quorum for IEC and meeting can take place to proceed in the matter after seeking consent from the member who is not available. If necessary, videoconferencing may be arranged for facilitating participation of the members. However, the IEC recommendations will be signed by all members. Where there is more than one (1) Conciliator, as a general rule they shall act jointly. In the event of differences between the Members of IEC, the decision/recommendations of the majority of the Members of IEC shall prevail and be construed as the recommendation of the IEC.

15. The Draft Settlement Agreement prepared by the IEC in terms of the consensus arrived at during the Conciliation proceedings between the Parties shall be given by the IEC to both the parties for putting up for approval of their respective Competent Authority.

16. Before submitting the draft settlement agreement to BHEL's Competent Authority viz. the Board Level Committee on Alternative Dispute Resolution (BLCADR) for approval, concurrence of the other party's Competent Authority to the draft settlement agreement shall be obtained by the other party and informed to BHEL within 15 days of receipt of the final draft settlement agreement by it. Upon approval by the Competent Authority, the Settlement Agreement would thereafter be signed by the authorized representatives of both the Parties and authenticated by the members of the IEC.

17. In case the Draft Settlement Agreement is rejected by the Competent Authority of BHEL or the other Party, the Conciliation proceedings would stand terminated.

18. A Settlement Agreement shall contain a statement to the effect that each of the person(s) signing thereto (i) is fully authorized by the respective Party(ies) he/she represents, (ii) has fully understood the contents of the same and (iii) is signing on the same out of complete freewill and consent, without any pressure, undue influence.

19. The Settlement Agreement shall thereafter have the same legal status and effect as an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal passed under section 30 of the Arbitration and Conciliation Act, 1996.

20. Acceptance of the Draft Settlement Agreement/recommendations of the Conciliator and/or signing of the Settlement Agreement by BHEL shall

however, be subject to withdrawal/closure of any arbitral and/or judicial proceedings initiated by the concerned Party in regard to such settled issues.

21. Unless otherwise provided for in the agreement, contract or the Memorandum of Understanding, as the case may be, in the event of likelihood of prolonged absence of the Conciliator or any member of IEC, for any reason/incapacity, the Competent Authority/Head of Unit/Division/Region/Business Group of BHEL may substitute the Conciliator or such member at any stage of the proceedings. Upon appointment of the substitute Conciliator(s), such reconstituted IEC may, with the consent of the Parties, proceed with further Conciliation into the matter either de-novo or from the stage already reached by the previous IEC before the substitution.

22. The proceedings of Conciliation under this Scheme may be terminated as follows:

- On the date of signing of the Settlement agreement by the Parties; or,
- By a written declaration of the IEC, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of the declaration; or,
- By a written declaration of the Parties addressed to the IEC to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,
- By a written declaration of a Party to the other Party and the IEC, if appointed, to the effect that the Conciliation proceedings are terminated, on the date of the declaration.
- On rejection of the Draft Settlement Agreement by the Competent Authority of BHEL or the other Party.

23. The Conciliator(s) shall be entitled to following fees and facilities:

Sl No	Particulars	Amount
1	Sitting fees	Each Member shall be paid a Lump Sum fee of Rs 75,000/- for the whole case payable in terms of paragraph No. 27 herein below.
2	Towards drafting of settlement agreement	In cases involving claim and/or counter-claim of up to Rs 5crores. Rs 50,000 /- (Sole Conciliator)

Sl No	Particulars	Amount
		In cases involving claim and/or counter-claim of exceeding Rs 5 crores but less than Rs 10 crores. Rs 75,000 (per Conciliator) In cases involving claim and/or counter-claim of more than Rs 10 crores. Rs 1,00,000/- (per Conciliator) Note: The aforesaid fees for the drafting of the Settlement Agreement shall be paid on Signing of the Settlement Agreement after approval of the Competent Authority or Rejection of the proposed Settlement Agreement by the Competent Authority of BHEL.
3	Secretarial expenses	Rs 10,000/- (one time) for the whole case for Conciliation by a Sole Member IEC.
4	Travel and transportation and stay at outstation i) Retired Senior Officials of other Public Sector Undertakings (pay scale wise equivalent to or more than E-8 level of BHEL) Others	Where Conciliation is by multi member Conciliators -Rs 30,000/- (one time)- to be paid to the IEC As per entitlement of the equivalent officer (pay scale wise) in BHEL. As per the extant entitlement of whole time Functional Directors in BHEL.

Sl No	Particulars	Amount
5	Venue for meeting	Ordinarily, the IEC Member(s) would be entitled to travel by air Economy Class. Unless otherwise agreed in the agreement, contract or the Memorandum of Understanding, as the case may be, the venue/seat of proceedings shall be the location of the concerned Unit / Division / Region / Business Group of BHEL. Without prejudice to the seat/venue of the Conciliation being at the location of concerned BHEL Unit / Division / Region / Business Group, the IEC after consulting the Parties may decide to hold the proceedings at any other place/venue to facilitate the proceedings. Unless, Parties agree to conduct Conciliation at BHEL premises, the venue is to be arranged by either Party alternately.

24. The parties will bear their own costs including cost of presenting their cases/evidence/witness(es)/expert(s) on their behalf. The parties agree to rely upon documentary evidence in support of their claims and not to bring any oral evidence in IEC proceedings.

25. If any witness(es) or expert(s) is/are, with the consent of the parties, called upon to appear at the instance of the IEC in connection with the matter, then, the costs towards such witness(es)/expert(s) shall be determined by the IEC with the consent of the Parties and the cost so determined shall be borne equally by the Parties.

26. The other expenditures/costs in connection with the Conciliation proceedings as well as the IEC's fees and expenses shall be shared by the Parties equally.

27. Out of the lump sum fees of Rs 75,000/- for Sitting Fees, 50% shall be payable after the first meeting of the IEC and the remaining 50% of the Sitting Fees shall be payable only after termination of the conciliation proceedings in terms of para 22 hereinabove.



28. The travelling, transportation and stay at outstation shall be arranged by concerned Unit as per entitlements as per Serial No. 3 of the Table at para 23 above, and in case such arrangements are not made by the BHEL Unit, the same shall be reimbursed to the IEC on actuals limited to their entitlement as per Serial No. 4 of the Table at Para 23 above against supporting documents. The IEC Member(s) shall submit necessary invoice for claiming the fees/reimbursements.

29. The Parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of its implementation and enforcement or as required by or under a law or as per directions of a Court/Governmental authority/regulatory body, as the case may be.

30. The Parties shall not rely upon or introduce as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the Disputes that is the subject of the Conciliation proceedings:

- a. Views expressed or suggestions made by the other party in respect of a possible settlement of the Disputes;
- b. admissions made by the other party in the course of the Conciliator proceedings;
- c. proposals made by the Conciliator;
- d. The fact that the other Party had indicated his willingness to accept a proposal for settlement made by the Conciliator.

31. The Parties shall not present the Conciliator(s) as witness in any Alternative Dispute Resolution or Judicial proceedings in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.

32. None of the Conciliators shall act as an arbitrator or as a representative or counsel of a Party in any arbitral or judicial proceeding in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.

33. The Parties shall not initiate, during the Conciliation proceedings, any arbitral or judicial proceedings in respect of a Disputes that is the subject matter of the Conciliation proceedings except that a Party may initiate arbitral or judicial proceedings where, in his opinion, such proceedings are necessary for preserving his rights including for preventing expiry of period of limitation. Unless terminated as per the provisions of this Scheme, the Conciliation proceedings shall continue

notwithstanding the commencement of the arbitral or judicial proceedings and the arbitral or judicial proceedings shall be primarily for the purpose of preserving rights including preventing expiry of period of limitation.

34. The official language of Conciliation proceedings under this Scheme shall be English unless the Parties agree to some other language.



**FORMAT FOR SEEKING CONSENT FOR REFERRING THE DISPUTES TO
CONCILIATION THROUGH IEC**

To,

M/s. (Stakeholder's name)

**Sub: Resolution of the Disputes through conciliation by Independent
Expert Committee (IEC).**

Ref: Contract No/MoU/Agreement/LOI/LOA& date_____.

Sir,

With reference to above referred Contract/MoU/Agreement/LOI/LOA, you have raised certain Disputes/claims. Vide your letter dated_____ you have requested BHEL to refer the Disputes/claims to IEC for Conciliation.

We are enclosing herewith Format (3) for giving consent and the terms and conditions of BHEL Conciliation Scheme, 2018 governing conciliation through IEC. You are requested to give your unconditional consent to the said terms and conditions of the Scheme by returning the same duly sealed and signed on each page. On receipt of your consent, matter will be put to the Competent Authority for consideration and decision.

Please note that BHEL has also certain claims against you (if applicable). BHEL reserves its right to agree or not to agree conciliation of the said disputes through BHEL and this letter is being issued without prejudice to BHEL's rights and contentions available under the contract and law.

Yours faithfully,

Representative of BHEL

**FORMAT FOR GIVING CONSENT BY
CONTRACTOR/VENDOR/CUSTOMER/COLLABORATOR/CONSORTI
UM PARTNERSFOR REFERRING THE DISPUTES TO CONCILIATION
THROUGH IEC**

To,

BHEL

**Sub: Resolution of Disputes through Conciliation by Independent Expert
Committee (IEC).**

Ref: Contract/MoU/Agreement/LOI/LOA No _____ & date_____

With reference to above referred contract, our following bills/invoices/claims submitted to BHEL are still unpaid giving rise to Disputes:

SL. no.	Claim Description	Bill submitted to BHEL (no. and date)	Amount of the bill/claim	Amount received from BHEL	Outstanding Amount

Accordingly we request you to kindly refer the Disputes in respect of above claims to IEC for Conciliation.

We hereby agree and give our unconditional consent to the terms and conditions of BHEL Conciliation Scheme, 2018 governing conciliation through IEC. We have signed the same on each page and enclosed it for your consideration.

Yours faithfully,

**(Signature with stamp)
Authorized Representative of Contractor
Name, with designation
Date**



	PRE-QUALIFICATION REQUIREMENTS FOR POLES & HIGH MASTS	PE-PQ-999-558-E004
		REVISION NO. 01 DATE 18/03/2017
		SHEET NO. 1 OF 1

ITEMS : POLES & HIGH MASTS	
SCOPE : Supply : YES; Erection & Commissioning : NO	
A.	For Poles
1.0	Vendor should be a manufacturer of lighting poles as per relevant IS. In case the vendor is not a manufacturer, the vendor to furnish the following documents: a) Undertaking / agreement from OEM of offered make for support in design, manufacture, inspection & testing of poles. b) Credentials of the manufacturer of offered make to meet the PQR requirements of S. no. A-2.0 to 4.0 below. c) Vendor's Credentials to meet S. no. A-5.0.
2.0	Availability of test reports of lighting poles conducted at Govt. Lab/ Govt. approved Independent lab or witnessed by third party as per relevant IS.
3.0	Capacity of manufacturing 50 lighting poles per month.
4.0	Manufactured and supplied at least 100 lighting poles in one or more orders.
5.0	Minimum two (2) nos. purchase orders for lighting poles shall be submitted which should not be more than five (5) years old from the date of application for registration or date of techno- commercial bid opening (as applicable) for establishing continuity in business.
B.	For High Masts
1.0	Vendor should be a manufacturer of high masts as per relevant IS. In case the vendor is not a manufacturer, the vendor to furnish the following documents: a) Undertaking / agreement from OEM of offered make for support in design, manufacture, inspection & testing of masts. b) Credentials of the manufacturer of offered make to meet the PQR requirements of S. no. B-2.0 to 3.0 below. c) Vendor's Credentials to meet S. no. B-4.0.
2.0	Availability of test reports of high masts conducted at Govt. Lab/ Govt. approved Independent lab or witnessed by third party as per relevant IS.
3.0	Manufactured and supplied at least 5 nos. high masts in one or more orders.
4.0	Minimum two (2) nos. purchase orders for high masts shall be submitted which should not be more than five (5) years old from the date of application for registration or date of techno- commercial bid opening (as applicable) for establishing continuity in business.

PREPARED BY <i>Devendra Singh</i> NAME: DEVENDRA SINGH DESIGNATION: SR. ENGINEER	REVIEWED BY <i>R. A. Y. M.</i> NAME: <i>R. A. Y. M.</i> DESIGNATION: <i>Asst. Engr</i>	APPROVED BY <i>Meena Keshi</i> NAME: <i>Meena Keshi</i> DESIGNATION: <i>GM</i>
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**PRE-QUALIFICATION REQUIREMENTS FOR
POLES & HIGH MASTS**

PE-PQ-999-558-E004

REVISION NO. 01 DATE 18/03/2017

SHEET NO. 1 OF 1

NOTES:

1. For cases involving both lighting poles and high masts, the vendor can offer lighting poles of one make and high masts of another make meeting criteria above and accordingly furnish documents for credentials to meet PQR as at S.no. A & B.
2. For cases involving only lighting poles, PQR as at S.no. A (and not B) only are applicable. For cases involving only high masts, PQR as at S.no. B (and not A) only are applicable.
3. Consideration of offer shall be subject to customer's approval of bidders, if applicable.
4. Bidder to submit all supporting documents in English. If documents submitted by bidder are in language other than English, a self-attested English translated document should also be submitted.
5. Any other project specific requirement shall be as per Annexure-I and bidder shall submit relevant supporting documents.
6. Notwithstanding anything stated above, BHEL reserves the right to assess the capabilities and capacity of the bidder/collaborators to perform the contract, should the circumstances warrant such assessment in the overall interest of BHEL.
7. After satisfactory fulfillment of all the above criteria/ requirement, offer shall be considered for further evaluation as per NIT and all the other terms of the tender.

PREPARED BY <i>Devendra Singh</i> 18-03-2017	REVIEWED BY <i>R. Goyal</i> 18/3/17	APPROVED BY <i>Meena Kesri</i> 18-03-17
NAME: DEVENDRA SINGH	NAME: R. GOYAL	NAME: Meena Kesri
DESIGNATION: SR. ENGINEER	DESIGNATION: AGM	DESIGNATION: GM

PRE-QUALIFICATION REQUIREMENTS FOR POLES

ANNEXURE-A

SCOPE:	Supply : YES	Erection & Commissioning : NO	
SL. NO	DESCRIPTION OF PRE-QUALIFYING REQUIREMENTS	VENDOR RESPONSE	REMARKS
1	Vendor should be a manufacturer of lighting poles as per relevant IS. In case the vendor is not a manufacturer, the vendor to furnish the following documents: a) Undertaking / agreement from OEM of offered make for support in design, manufacture, inspection & testing of poles. b) Credentials of the manufacturer of offered make to meet the POR requirements of S. no. 2.0 to 4.0 below. c) Vendors Credentials to meet S. no. 5		1. Relevant documents to be submitted along with bid. 2. Detailed document reference to be written in the vendor response column.
2	Availability of test reports of lighting poles conducted at Govt. Lab/Govt. approved Independent lab or witnessed by third party as per relevant IS.		
3	Capacity of manufacturing 50 lighting poles per month.		
4	Manufactured and supplied at least 100 lighting poles in one or more orders.		
5	Minimum two (2) nos. purchase orders for lighting poles shall be submitted which should not be more than five (5) years old from the date of application for registration or date of techno- commercial bid opening (as applicable) for establishing		

Note:

- a Consideration of offer shall be subject to customer's approval of bidders, if applicable.
- b Bidder to submit all supporting documents in English. If documents submitted by bidder are in language other than English, a self-attested English translated document should also be submitted.
- c Any other project specific requirement shall be as per Annexure-I and bidder shall submit relevant supporting documents.
- d Notwithstanding anything stated above, BHEL reserves the right to assess the capabilities and capacity of the bidder/collaborators to perform the contract, should the circumstances warrant such assessment in the overall interest of BHEL.
- e After satisfactory fulfillment of all the above criteria/ requirement, offer shall be considered for further evaluation as per NIT and all the other terms of the tender.

PRE-QUALIFICATION REQUIREMENTS FOR POLES

ANNEXURE-A

SCOPE:	Supply : YES	Erection & Commissioning : NO	
SL. NO	DESCRIPTION OF PRE-QUALIFYING REQUIREMENTS	VENDOR RESPONSE	REMARKS
1	Vendor should be a manufacturer of lighting poles as per relevant IS. In case the vendor is not a manufacturer, the vendor to furnish the following documents: a) Undertaking / agreement from OEM of offered make for support in design, manufacture, inspection & testing of poles. b) Credentials of the manufacturer of offered make to meet the POR requirements of S. no. 2.0 to 4.0 below. c) Vendors Credentials to meet S. no. 5		1. Relevant documents to be submitted along with bid. 2. Detailed document reference to be written in the vendor response column.
2	Availability of test reports of lighting poles conducted at Govt. Lab/Govt. approved Independent lab or witnessed by third party as per relevant IS.		
3	Capacity of manufacturing 50 lighting poles per month.		
4	Manufactured and supplied at least 100 lighting poles in one or more orders.		
5	Minimum two (2) nos. purchase orders for lighting poles shall be submitted which should not be more than five (5) years old from the date of application for registration or date of techno- commercial bid opening (as applicable) for establishing		

Note:

- a Consideration of offer shall be subject to customer's approval of bidders, if applicable.
- b Bidder to submit all supporting documents in English. If documents submitted by bidder are in language other than English, a self-attested English translated document should also be submitted.
- c Any other project specific requirement shall be as per Annexure-I and bidder shall submit relevant supporting documents.
- d Notwithstanding anything stated above, BHEL reserves the right to assess the capabilities and capacity of the bidder/collaborators to perform the contract, should the circumstances warrant such assessment in the overall interest of BHEL.
- e After satisfactory fulfillment of all the above criteria/ requirement, offer shall be considered for further evaluation as per NIT and all the other terms of the tender.

RATE CONTRACT FOR
OCTAGONAL GALVANIZED POLES

VOLUME – II

TECHNICAL SPECIFICATION FOR
OCTAGONAL GALVANIZED POLES

SPECIFICATION NO: PE-RC-999-558-E004
REV-0



BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR
PROJECT ENGINEERING MANAGEMENT
NOIDA, UTTAR PRADESH, INDIA – 201301

**TECHNICAL SPECIFICATION FOR
OCTAGONAL GALVANIZED POLES****RATE CONTRACT FOR OCTAGONAL
GALVANIZED POLES****SPECIFICATION NO. PE-RC-999-558-E004****VOLUME II****CONTENTS SHEET****REVISION 0****SHEET 1 OF 1****CONTENTS**

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01	SECTION - 'I'	
	COMPLIANCE CERTIFICATE	01
	SPECIFIC TECHNICAL REQUIREMENT	05
	DATA SHEET-A	05
	DATA SHEET-C	02
	SUB VENDOR'S LIST	07
02	SECTION - 'II'	
	GENERAL TECHNICAL REQUIRMENTS	06
	STANDARD QUALITY PLAN	02

Total number of sheets including cover & separator sheets: 30 SHEETS

	TECHNICAL SPECIFICATION FOR OCTAGONAL GALVANIZED POLES	SPECIFICATION NO. PE-RC-999-558-E004
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	RATE CONTRACT FOR OCTAGONAL GALVANIZED POLES	REVISION 0 SHEET 1 of 1

COMPLIANCE CERTIFICATE

The bidder shall confirm compliance to the following by signing/ stamping this compliance certificate and furnishing same with the offer.

1. The scope of supply, technical details, construction features, design parameters etc. shall be as per technical specification & there are no exclusion/ deviation with regard to same
2. There are no deviations with respect to specification other than those furnished in the 'schedule of deviations'
3. Only those technical submittals which are specifically asked for in NIT to be submitted at tender stage shall be considered as part of offer. Any other submission, even if made, shall not be considered as part of offer.
4. Any comments/ clarifications on technical/ inspection requirements furnished as part of bidder's covering letter shall not be considered by BHEL, and bidder's offer shall be construed to be in conformance with the specification.
5. Any changes made by the bidder in the price schedule with respect to the description/ quantities from those given in BOQ-Cum-Price schedule of the specification shall not be considered (i.e., technical description & quantities as per specification shall prevail).
6. The requirements mentioned in Section-I shall prevail and govern in case of conflict between the same and the corresponding requirements mentioned in the descriptive portion in Section-II

BIDDER'S STAMP & SIGNATURE



**TECHNICAL SPECIFICATION FOR
OCTAGONAL GALVANIZED POLES**

**RATE CONTRACT FOR OCTAGONAL
GALVANIZED POLES**

SPECIFICATION NO. PE-RC-999-558-E004

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SECTION – 'I'

SPECIFIC TECHNICAL REQUIREMENTS



TECHNICAL SPECIFICATION FOR OCTAGONAL GALVANIZED POLES

RATE CONTRACT FOR OCTAGONAL GALVANIZED POLES

SPECIFICATION NO. PE-RC-999-558-E004

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1.0 SCOPE OF ENQUIRY

- 1.1 Design, manufacture, assembly, inspection & testing at manufacturer's works, proper packing and delivery to site of OCTAGONAL GALVANIZED POLES as mentioned in different sections of this specification, complete with all accessories for efficient and trouble-free operation.
- 1.2 Standard technical requirements of the LIGHTING POLES are indicated in Section-II. Project specific requirements/changes are listed in Section-I.
- 1.3 The requirements of Section-I shall prevail and govern in case of conflict between the corresponding requirements of Section-I and Section-II.
- 1.4 Review of sub vendor's documents by the vendor shall not relieve the vendor from the responsibility of design and supply.
- 1.5 The documents shall be in English language and MKS system of units. Submission of all post award stage documents shall be done through document management system-DMS.

2.0 BILL OF QUANTITIES:

- 2.1 Quantity requirements shall be as per BOQ-cum-price schedule as part of NIT.

3.0 SPECIFIC TECHNICAL REQUIREMENTS

<u>S.No.</u>	<u>Reference Clause No. of Section- II</u>	<u>Specific Requirement/ Change</u>
1	General	4 X 16 mm ² cable shall be read as 3.5 X 25 mm ² cable.
2	7.0 (TOOLS & TACKLES)	Following clause is added: Bidder to supply necessary accessories required for installation of its supplied equipment's without any cost implication to BHEL.
3	QUALITY PLAN (ref.no. PE-QP-999-558-E004, REV.0)	Following clause is added: The approval on Quality plan shall be obtained from end customer after award of contract for various projects (as applicable on projects wise purchase orders) & shall be subjected to modification without any commercial implication to BHEL.
4	Sub-vendor list	Following clause is added: The approval on Sub-vendor list shall be obtained from end customer after award of contract for various projects (as applicable on projects wise purchase orders) & same shall be subjected to modification without any commercial implication to BHEL.
5	Vol-II section-II, cl.no. 3.1.9 (f)	Following clause is added: cl.no. 3.1.9 (f): PS-3- street light pole for one luminaire with 1200mm bracket arm.



TECHNICAL SPECIFICATION FOR OCTAGONAL GALVANIZED POLES

RATE CONTRACT FOR OCTAGONAL GALVANIZED POLES

SPECIFICATION NO. PE-RC-999-558-E004

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REVISION 0

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3.1 Galvanized Octagonal poles- technical requirements

3.1.1 **Scope:** The octagonal pole shall be mounted on RCC pedestal as per design & drawing prepared by the vendor, after award of contract. Octagonal lighting pole accessories such as arm/ holding brackets, hold fast, base plate, foundation bolt, **wire (if required)**, 100 mm dia GI pipes for taking cables shall be supplied by vendor to meet overall system requirements. The other consumable required to complete the job in all respects shall also be in contractor's scope.

3.1.2 **Exclusion:** The scope of civil work such as embedment, RCC pedestal using M-20 grade concrete, for steel shuttering etc. are excluded from the scope of bidder.

3.1.3 The Octagonal Poles shall be designed to withstand the maximum wind speed as per **IS-875 latest revision & amendments however project specific data shall be provided during contract stage as applicable**. The top loading i.e. area and the weight of fixtures are to be considered to calculate maximum deflection of the pole and the same shall meet the requirement of BS: 5649 Part VI 1982/ BSEN 40-3:2000, pr EN-10-3-3.

3.1.4 The pole shaft shall have octagonal cross section and shall be continuously tapered with single longitudinal welding. There shall not be any circumferential welding joint.

3.1.5 The octagonal Poles shall have door of approximate 500 mm length at the elevation of 500 mm from the Base plate. The door shall be vandal resistance and shall be weather proof to ensure safety of inside connections. The door shall be flush with the exterior surface and shall have suitable locking arrangement. There shall also be suitable arrangement for the purpose of earthing **at two points**. The pole shall be adequately strengthened at the location of the door to compensate for the loss in section. Separate lighting pole junction box shall be provided along with octagonal pole as per requirement.

3.1.6	Material:	Octagonal Poles	HT Steel Conforming to grade S355JO.
		Base Plate	Fe 410 conforming to IS 226 / IS 2062
		Foundation Bolt	EN.8 grade

3.1.7 The Octagonal Poles shall be in single section (upto 7.5/9/11 Mtr).

3.1.8 The poles shall be hot dip galvanized as per IS 2629 / IS 2633 / IS 4759/ BS EN ISO 1461 standards with average coating thickness of 70 micron. The galvanizing shall be done in single dipping.

3.1.9 The Octagonal Poles shall be bolted on a foundation with a set of four foundation bolts for greater rigidity.

3.1.10 The galvanized mounting bracket shall be supplied along with the Octagonal Poles for installation of the luminaries.

3.1.11 The brackets shall be made of specified size NB G.I heavy duty pipe approx. 1.4 M long, bent at the centre at an angle of 105 degrees, with necessary holding brackets, hold fasts etc. with special reducer at end to accommodate type of street light fitting to be fixed. The bracket shall have one coat of anti-corrosion paint before dispatch to site and two coats of approved make and shade of enamel paint. See attached drawing of street light poles.



**TECHNICAL SPECIFICATION FOR
OCTAGONAL GALVANIZED POLES**

**RATE CONTRACT FOR OCTAGONAL
GALVANIZED POLES**

SPECIFICATION NO. PE-RC-999-558-E004

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3.1.12 An indicative QP with basic testing requirement is enclosed with the specification. Successful bidder to furnish the detailed QP after the award of contract, the same shall be subject to customer approval without any commercial implication to BHEL

3.1.13 Section –II, General requirements shall also be applicable to Octagonal galvanized poles in general.

4.0 DOCUMENTATION

4.1 Documents required after award of LOI shall be as per Attachment-I (to be submitted by successful bidder).

4.2 Document/drawing submission/re-submission schedule shall be submitted by vendor as required.



**TECHNICAL SPECIFICATION FOR
OCTAGONAL GALVANIZED POLES**

**RATE CONTRACT FOR OCTAGONAL
GALVANIZED POLES**

SPECIFICATION NO. PE-RC-999-558-E004

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ATTACHMENT – I

DOCUMENTS REQUIRED AFTER AWARD OF LOI
(To be submitted by successful bidder)

SL. No.	DOCUMENT TITLE	DWG. / DOCUMENT No.	Document Type	First Submission	Resubmission
1	TECHNICAL DATASHEET FOR OCTAGONAL GALVANIZED POLES	PE-V0-XXX-558-E425	PRIMARY	Within 2 week of award of contract.	Within 1 week of comments
2	QUALITY PLAN FOR OCTAGONAL GALVANIZED POLES	PE-V0-XXX-558-E415	PRIMARY	Within 2 week of award of contract.	Within 1 week of comments
3	GA DRAWING OF OCTAGONAL POLE-PS1 (Galvanised)	PE-V0-XXX-558-E419	PRIMARY	Within 2 week of award of contract.	Within 1 week of comments
4	GA DRAWING OF OCTAGONAL POLE-PS2 (Galvanised)	PE-V0-XXX-558-E420	PRIMARY	Within 2 week of award of contract.	Within 1 week of comments
5	GA DRAWING OF OCTAGONAL POLE-PS3 (Galvanised)	PE-V0-XXX-558-E421	PRIMARY	Within 2 week of award of contract.	Within 1 week of comments
6	GA DRAWING OF OCTAGONAL POLE-PS4 (Galvanised)	PE-V0-XXX-558-E422	PRIMARY	Within 2 week of award of contract.	Within 1 week of comments
7	GA DRAWING OF OCTAGONAL POLE-PF1 (Galvanised)	PE-V0-XXX-558-E423	PRIMARY	Within 2 week of award of contract.	Within 1 week of comments
8	GA DRAWING OF OCTAGONAL POLE-PF2 (Galvanised)	PE-V0-XXX-558-E424	PRIMARY	Within 2 week of award of contract.	Within 1 week of comments
9	GA DRAWING FOR JB(S)	PE-V0-XXX-558-E426	PRIMARY	Within 2 week of award of contract.	Within 1 week of comments
10	BILL OF MATERIAL FOR OCTAGONAL GALVANIZED POLES & JB (S)	PE-V0-XXX-558-E427	SECONDARY	Within 2 week of award of contract.	Within 1 week of comments
11	TECHNICAL DETAILS FOR JB (S)	PE-V0-XXX-558-E428	PRIMARY	Within 2 week of award of contract.	Within 1 week of comments
12	FIELD QUALITY PLAN FOR OCTAGONAL GALVANIZED POLES	PE-V0-XXX-558-E429	SECONDARY	Within 2 week of award of contract.	Within 1 week of comments
13	INSTRUCTION FOR ERECTION OF OCTAGONAL GALVANIZED POLES	PE-V0-XXX-558-E430	SECONDARY	Within 2 week of award of contract.	Within 1 week of comments

Note:

1. The above list of drawings and document is indicative.
2. Document schedule shall be as per NIT.
3. After receiving LOI, the vendor shall submit drawings/documents in requisite number of copies as per NIT.



**TECHNICAL SPECIFICATION FOR
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DATASHEET-A**

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1.0 APPLICABLE STANDARDS & CODES

[A] POLES

- | | | |
|-----|---|------------------------|
| 1. | Tubular steel poles for over head power lines | IS 2713 |
| 2. | Code and practice for design loads for structures | IS 875 Part III, 1787 |
| 3. | Code of practice for general construction in steel | IS 800 |
| 4. | European structural steel standard (Grade of M.S. plate) | BS-EN 10025/ DIN 17100 |
| 5. | Code of practice for phosphating of iron and steel | IS 6005 |
| 6. | Colour for ready mixed paints & enamels | IS 5 |
| 7. | Recommended practice for hot dip galvanising of iron & steel | IS 2629 |
| 8. | Method of testing uniformity of coating on zinc coated articles | IS 2603 |
| 8. | Method of sampling for steel pipes, tubes & fittings | IS 4711 |
| 10. | Method of chemical analysis of pig iron, cast iron and plain carbon & low alloy steel | IS 228 |
| 11. | Steel tubes for structural purposes | IS 1161 |
| 12. | Mechanical testing of metals-Tensile Testing | IS 1608 |
| 13. | Specification for hot dip zinc coatings on structural steel and allied products | IS 4759 |
| 14. | Method for testing uniformity of coating on zinc coated articles | IS 2633 |
| 15. | Specification for structural Steel | IS: 226 |
| 16. | Hot Rolled Medium and High Tensile. Structural Steel | IS 2062 |
| 17. | Method for Verification of Structural Design by Testing | BS 5649 |



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18. Lighting columns. Design and verification. BS EN 40-3-2:2013

[B] ASSEMBLED EQUIPMENT AND COMPONENTS

1. Low voltage switchgear and controlgear IEC 60947
2. General requirements for enclosures for accessories for household and similar fixed electrical installations IS 14772
3. Electrical accessories- Circuit breaker for overcurrent protection for household and similar installations IEC 60898
4. Low voltage Fuses for voltages not exceeding 1100V AC or 1500V DC IS 13703
5. Visual indicator lamps IS 1901



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2.0 TECHNICAL DETAILS

S. No.	Description	Unit	Value
1.0	System Design Data		
a	Rated voltage	V	415
b	Rated frequency	Hz	50
c	Voltage and frequency variation (permissible)	%	Voltage: $\pm 10\%$ Frequency: $\pm 5\%$
d	Combined voltage & frequency variation (permissible)	%	10% absolute
e	System fault level & duration	kA, sec	50kA for 1 sec
2.0	Lighting Poles		Hot dip galvanized Octagonal pole
2.1	Type of Pole		
a	Octagonal pole type PS-1		9 m, Refer 3.1 Section-I
b	Octagonal pole type PS-2		11 m, Refer 3.1 Section-I
c	Octagonal pole type PS-3		7.5 m, Refer 3.1 Section-I
c	Octagonal pole type PS-4		11 m, Refer 3.1 Section-I
d	Octagonal pole type PF-1		9 m, Refer 3.1 Section-I
e	Octagonal pole type PF-2		9 m, Refer 3.1 Section-I
2.2	Material		HT Steel Conforming to grade S355JO
2.3	Tensile Strength	MPa	490-630 N/mm ²
2.4	Mounting arrangement		☐ PCC foundation ☒ Base plate
2.5	Grade of concrete		☒ M20 ☐ M25 ☐ M30
2.6	Surface Treatment		☐ Painted ☒ Galvanized



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2.7 The general dimensions of pole are mentioned below

Sl.no.	Height (meter)	Top Dia A/F (mm) Min.	Bottom Dia A/F (mm) Min.	Sheet thickness (mm) min.	Base plate dim. (LxBxT) mm. min	Foundation bolt				Ancho r plat thickn ess (mm) min.
						Bolt size (no. x dia.) (mm) min.	PCD (mm)	Bolt length (mm)	Projected Bolt length (mm)	
1	7.5	70	130	3	220x220x12	4x20	205	700	100	3
2	9	70	155	3	260x260x16	4x24	250	750	125	3
3	11	90	210	4	300x300x20	4x24	300	850	125	4

These dimension are subjected to tolerances as per IS-2102 except for bending radius.

2.8	PAINTING details for poles (if applicable)		(AS APPLICABLE)
a	Paint shade as per IS:5		As per project requirement
b	Paint Thickness	Microns	As per project requirement
2.9	GALVANISATION details for poles		
a	Process		Hot dip
b	Min weight of zinc coating	gm/m ²	460
c	Avg. thickness of zinc coating	Microns	70
3.0	Street Light Junction Box		
a	Enclosure material		[] FRP [✓] CRCA Sheet.
b	Enclosure thickness	mm	1.6
c	Galvanisation details		
i)	Process		Hot dip
ii)	Min weight of zinc coating	gm/m ²	460
iii)	Avg. thickness of zinc coating	Microns	70



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d	Degree of protection		IP-55								
4.0	Cable Glands		By vendor for all incoming and outgoing cables at Pole JB								
a	Type		[√] Double compression [] Single compression								
b	Material		Brass								
c	Nickel Plating provided		[√] Yes [] No								
d	Size		Cable Gland shall be suitable for following cable sizes : - <table border="1"> <thead> <tr> <th>Cable Size</th><th>Cable Dia. under armour</th><th>Cable Dia over armour</th><th>Overall dia of cable</th></tr> </thead> <tbody> <tr> <td>3.5C-25sqmm</td><td>18.7 (±1.5mm)</td><td>21.8 (±1.5mm)</td><td>24.9 (±1.5mm)</td></tr> </tbody> </table>	Cable Size	Cable Dia. under armour	Cable Dia over armour	Overall dia of cable	3.5C-25sqmm	18.7 (±1.5mm)	21.8 (±1.5mm)	24.9 (±1.5mm)
Cable Size	Cable Dia. under armour	Cable Dia over armour	Overall dia of cable								
3.5C-25sqmm	18.7 (±1.5mm)	21.8 (±1.5mm)	24.9 (±1.5mm)								
5.0	Cable Lugs		By vendor for all incoming and outgoing cables at Pole JB								
a	Type		[√] Crimping type [] Ring type								
b	Material		Tinned copper								
c	Size		Suitable for Cable sizes: 3.5C-25sqmm armoured cable.								
6.0	WIND SPEED DATA		As per IS-875 latest revision & amendments. Project specific data shall be provided as per project requirement.								



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S. No.	Description	Unit	Value
1.0	System Design Data		
a	Rated voltage	V	
b	Rated frequency	Hz	
c	Voltage and frequency variation (permissible)	%	
d	Combined voltage & frequency variation (permissible)	%	
e	System fault level & duration	kA, sec	
2.0	Lighting Poles		
2.1	Type of Pole		
a	PS-1 (11m), Refer 3.1.9 Section-II		
b	PS-2 (12 m), Refer 3.1.9 Section-II		
c	PS-4 (13 m), Refer 3.1.9 Section-II		
d	PF-1 (11m), Refer 3.1.9 Section-II		
e	PF-2 (11m), Refer 3.1.9 Section-II		
2.2	Material		
2.3	Tensile Strength	MPa	
2.4	Mounting arrangement		
2.5	Grade of concrete		
2.6	Surface Treatment		
2.7	PAINTING details for poles (if applicable)		
a	Paint shade as per IS:5		
b	Paint Thickness	Microns	



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2.8	GALVANISATION details for poles		
a	Process		
b	Min weight of zinc coating	gm/m2	
c	Avg thickness of zinc coating	Microns	
Note:	Exterior Aluminium paint specified at 2.7 above is not in vendor's scope and is to be carried out at site after installation. It is specified only for completeness of datasheet. However, black bituminous paint & red oxide primer to be applied by vendor as per clause 3.12 of section II.		
3.0	Street Light Junction Box		
a	Enclosure material		
b	Enclosure thickness	mm	
c	Galvanisation details		
i)	Process		
ii)	Min weight of zinc coating	gm/m2	
iii)	Avg. thickness of zinc coating	Microns	
d	Degree of protection		
4.0	Cable Glands		By vendor for all incoming and outgoing cables at Pole JB and feeder panel
a	Type		
b	Material		
c	Nickel Plating provided		
d	Size		
5.0	Cable Lugs		By vendor for all incoming and outgoing cables at Pole JB and feeder panel
a	Type		
b	Material		
c	Size		

ITEM CODE	ITEM DESCRIPTION	SL NO.	VENDOR CODE	VENDOR NAME	ADDRESS	PHONE	REMARKS
ES1	AC CONTACTORS	1	S01	SIEMENS	RC-IN I S NR DEL AREA, JIL BUILDING, TOWER-B, PLOT NO. 78, SECTOR 18, GURGAON-122015, INDIA	0124-2842000, 9873424331 amit.bhadoria@siemens.com	
	AC CONTACTORS	2	A35	GE-POWER	KAMAK TOWER, 3RD FLOOR, PLOT NO. 12-A, TVK INDUSTRIAL ESTATE, EKKADUTHANGAL, GUINDY, CHENNAI-600032	044-49681447	
	AC CONTACTORS	3	E1144	TELEMECHANIQUE/ SCHNEIDER ELECTRIC INDIA PVT. LTD.	9TH FLOOR, BLDG. NO. 10, TOWER-C, DLF CYBER CITY, PH-II, GURGAON-122002	0124-3940400	TAKEN OVER BY SCHNEIDER
	AC CONTACTORS	4	L01	L&T	32, SHIVAJI MARG, P.O. BOX- 6223, NEW DELHI-110015	011-41419554/59	
	AC CONTACTORS	5	B04	BCH	20/4, MATHURA ROAD, FARIDABAD, HARYANA-121006	0129-4293000	
ES3	AC MCCB	1	C01	C&S ELECTRIC LTD.	222, OKHLA IND. ESTATE, PH-III, NEW DELHI-110020	011-3088 7520-29	
	AC MCCB	2	S03	SCHNEIDER ELECTRIC INDIA PVT. LTD.	9TH FLOOR, BLDG. NO. 10, TOWER-C, DLF CYBER CITY, PH-II, GURGAON-122002	0124-3940400	
	AC MCCB	3	S01	SIEMENS	RC-IN I S NR DEL AREA, JIL BUILDING, TOWER-B, PLOT NO. 78, SECTOR 18, GURGAON-122015, INDIA	0124-2842000, 9873424331 amit.bhadoria@siemens.com	
	AC MCCB	4	A35	GE-POWER	KAMAK TOWER, 3RD FLOOR, PLOT NO. 12-A, TVK INDUSTRIAL ESTATE, EKKADUTHANGAL, GUINDY, CHENNAI-600032	044-49681447	
	AC MCCB	5	L01	L&T	32, SHIVAJI MARG, P.O. BOX- 6223, NEW DELHI-110015	011-41419554/59	
	AC MCCB	6	C02	CROMPTON GREAVES	RAIL TRANSPORTATION SYSTEMS,VANDANA BUILDING, 11, TOLSTOY MARG, TOLSTOY MARG, NEW DELHI, DL 110001	011 3041 6300	
ES7	AUXILIARY RELAYS	1	A24	ABB	14, MATHURA ROAD, FARIDABAD, HARYANA-121003	0129-2567580, 09871799449	
	AUXILIARY RELAYS	2	G01	ALSTOM LTD	A-7, SEC-65, NOIDA	0120-479 0000	
	AUXILIARY RELAYS	3	E1075	JYOTI LTD.	JYOTI LIMITED, E&CS DIVISION,3/15, BIDC, GORWA,VADODARA - 390 016, E-MAIL ID: ECS@JYOTI.COM	Ph. No.:+91-265-2281214 , Fax No.:+91-265-2281214	
	AUXILIARY RELAYS	4	E1099	OEN INDIA LTD	29/1479, VYTILLA, COCHIN - 682 019 KERALA, INDIA	Phone : +91 484 2301132, 2303709 Fax : +91 484 2302287, 2302221 sales@oenindia.com	
	AUXILIARY RELAYS	5	S01	SIEMENS	RC-IN I S NR DEL AREA, JIL BUILDING, TOWER-B, PLOT NO. 78, SECTOR 18, GURGAON-122015, INDIA	0124-2842000, 9873424331 amit.bhadoria@siemens.com	
ES11	CABLE GLANDS	1	E1201	ALLIED TRADERS & EXPORTERS	C-124 A, SECTOR-2, NOIDA -201 301, UTTAR PRADESH, INDIA	Mr. Vijay Mohan Sood +(91)-(120)-2525694 +(91)-(120)-3052594 +(91)-(11)-23287156 vijay_mohansood@yahoo.com	
	CABLE GLANDS	2	E1017	ARUP ENGG & FOUNDRY WORKS	391/119,PRINCE ANWAR SHAH ROAD, CALCUTTA-700068	033 2473 0850	
	CABLE GLANDS	3	E1206	BALIGA LIGHTING EQPT.PVT.LTD.	63A,CP RAMASWAMY ROAD, ALWARPET,P.B.No 6910, CHENNAI-600018	44-24995505,22680990-4	
	CABLE GLANDS	4	E1036	COMMET BRASS PRODUCTS	NUTAN CHEMICAL COMPOUND, WALBHAT ROAD, GOREGAON, MUMBAI-400063	91-022-26852961/62/63 comet@vsnl.net	
	CABLE GLANDS	5	DW08	DOWELLS	M/S. DOWELLS ELECTRICALS 47/47A, SATGURU INDUSTRIAL ESTATE. OFF AAREY ROAD, GOREGOAN (EAST). MUMBAI 400 063.	CEO : Mr. Jayantibhai S. Patel TEL: 022-32504770./022- 29270876/ 022-29270878.	
	CABLE GLANDS	6	E1044	ELECTROMAC INDUSTRIES	27/28AF NEW EMPIRE IND. ESTT., R.KRISHNA MANDIR RD.JB NGR ,ANDHERI(E),MUMBAI- 400059	91-22-28324829 / 66919034 devang@electromacglands.com	
	CABLE GLANDS	7	I01	INCAB	HARE STREET,KOLKATA,WEST BENGAL-700001	91-33-2480161/62/63/64 Fax : 91-33-2485766	
ES12	CABLE LUGS	1	E1040	DOWELLS	M/S. DOWELLS ELECTRICALS 47/47A, SATGURU INDUSTRIAL ESTATE. OFF AAREY ROAD, GOREGOAN (EAST).	CEO : Mr. Jayantibhai S. Patel TEL: 022-32504770./022- 29270876/	
	CABLE LUGS	2	E1149	UNIVERSAL MACHINES LTD.	4,B.B.D.BAG (EAST) 90,STEPHEN HOUSE,5TH FLR CALCUTTA-700001	033 2282 2540	
ES13	D.C. MCCB	1	C02	CROMPTON GREAVES	RAIL TRANSPORTATION SYSTEMS,VANDANA BUILDING, 11, TOLSTOY MARG, TOLSTOY MARG, NEW DELHI, DL 110001	011 3041 6300	
	D.C. MCCB	2	L01	L&T	32, SHIVAJI MARG, P.O. BOX- 6223, NEW DELHI-110015	011-41419554/59	
	D.C. MCCB	3	A35	GE-POWER	KAMAK TOWER, 3RD FLOOR, PLOT NO. 12-A, TVK INDUSTRIAL ESTATE, EKKADUTHANGAL,	044-49681447	

ITEM CODE	ITEM DESCRIPTION	SL NO.	VENDOR CODE	VENDOR NAME	ADDRESS	PHONE	REMARKS
	D.C. MCCB	4	S01	SIEMENS	RC-IN I S NR DEL AREA, JIL BUILDING, TOWER-B, PLOT NO. 78, SECTOR 18, GURGAON-122015, INDIA	0124-2842000, 9873424331 amit.bhadoria@siemens.com	
ES14	EARTH LEAKAGE CB	1	L01	L&T	32, SHIVAJI MARG, P.O. BOX- 6223, NEW DELHI-110015	011-41419554/59	
	EARTH LEAKAGE CB	2	S01	SIEMENS	RC-IN I S NR DEL AREA, JIL BUILDING, TOWER-B, PLOT NO. 78, SECTOR 18, GURGAON-122015, INDIA	0124-2842000, 9873424331 amit.bhadoria@siemens.com	
	EARTH LEAKAGE CB	3	A35	GE-POWER	KAMAK TOWER, 3RD FLOOR, PLOT NO. 12-A, TVK INDUSTRIAL ESTATE, EKKADUTHANGAL, GUINDY, CHENNAI-600032	044-49681447	
	EARTH LEAKAGE CB	4	S03	SCHNEIDER ELECTRIC INDIA PVT. LTD.	9TH FLOOR, BLDG. NO. 10, TOWER-C, DLF CYBER CITY, PH-II, GURGAON-122002	0124-3940400	
	EARTH LEAKAGE CB	5	C01	C&S ELECTRIC LTD.	222, OKHLA IND. ESTATE, PH-III, NEW DELHI-110020	011-3088 7520-29	
	EARTH LEAKAGE CB	6	A24	ABB	14, MATHURA ROAD, FARIDABAD, HARYANA-121003	0129-2567580, 09871799449	
	EARTH LEAKAGE CB	7	E1068	INDO ASIAN	B-24, PHASE - II , NOIDA - 201305, U.P.	120-3042222	
	EARTH LEAKAGE CB	8	E1088	MDS SWITCHGEAR LTD	314-317SHAH NAHAR ESTATE	011 - 25793021	
	EARTH LEAKAGE CB	9	E1120	S&S POWER SWITCHGEAR LTD,	NEW NO. 67, OLD NO. 19, DR. RANGA ROAD, MYLAPORE, CHENNAI - 600004	044 - 24988056, 044 - 24988057, 044 - 24988058	
ES20	DC CONTACTORS	1	S03	SCHNEIDER ELECTRIC INDIA PVT. LTD.	9TH FLOOR, BLDG. NO. 10, TOWER-C, DLF CYBER CITY, PH-II, GURGAON-122002	0124-3940400	
	DC CONTACTORS	2	E1030	BHEL (BHOPAL)	HEAVY ELECTRICAL PLANT		
	DC CONTACTORS	3	E1044	ELECTROMAC INDUSTRIES	27/28AF NEW EMPIRE IND. ESTT., R.KRISHNA MANDIR RD.JB NGR ,ANDHERI(E),MUMBAI-400059	91-22-28324829 / 66919034 devang@electromacglands.com	
	DC CONTACTORS	4	L01	L&T	32, SHIVAJI MARG, P.O. BOX- 6223, NEW DELHI-110015	011-41419554/59	
	DC CONTACTORS	5	S01	SIEMENS	RC-IN I S NR DEL AREA, JIL BUILDING, TOWER-B, PLOT NO. 78, SECTOR 18, GURGAON-122015, INDIA	0124-2842000, 9873424331 amit.bhadoria@siemens.com	
	DC CONTACTORS	6	E1144	TELEMECHANIQUE/ SCHNEIDER ELECTRIC INDIA PVT. LTD.	9TH FLOOR, BLDG. NO. 10, TOWER-C, DLF CYBER CITY, PH-II, GURGAON-122002	0124-3940400	TAKEN OVER BY SCHNEIDER
	DC CONTACTORS	7	A35	GE-POWER	KAMAK TOWER, 3RD FLOOR, PLOT NO. 12-A, TVK INDUSTRIAL ESTATE, EKKADUTHANGAL, GUINDY, CHENNAI-600032	044-49681447	
ES21	CONTROL SWITCHES/ SELECTOR SWITCH	1	E1076	KAYCEE	KAYCEE INDUSTRIES LTD., C/O-CMS COMPUTERS LTD., 35A, REAR BLDG., KILOKARI, NEW DELHI-110014	Rajiv Sharma-9312004687	
	CONTROL SWITCHES/ SELECTOR SWITCH	2	A35	GE-POWER	KAMAK TOWER, 3RD FLOOR, PLOT NO. 12-A, TVK INDUSTRIAL ESTATE, EKKADUTHANGAL, GUINDY, CHENNAI-600032	044-49681447	
	CONTROL SWITCHES/ SELECTOR SWITCH	3	G01	ALSTOM LTD	A-7, SEC-65, NOIDA	0120-4790000	
	CONTROL SWITCHES/ SELECTOR SWITCH	4	S03	SCHNEIDER ELECTRIC INDIA PVT. LTD.	9TH FLOOR, BLDG. NO. 10, TOWER-C, DLF CYBER CITY, PH-II, GURGAON-122002	0124-3940400	
	CONTROL SWITCHES/ SELECTOR SWITCH	5	SR01	M/s Shrenik & Co.	39A/3, PANCHRATNA INDUSTRIAL ESTATE, SARKHEJ-BAVLA ROAD, CHANGODAR,		
	CONTROL SWITCHES/ SELECTOR SWITCH	6	RE05	RECOM PVT. LTD.	M/S RECOM PVT. LTD.,16A , 2ND FLOOR A, WING RAJ INDUSTRIAL COMPLEX, MILITARY	Mr. Chandrashekar Kamath (MD) : 09820249503	
ES23	LT- CURRENT TRANSFORMER	1	S01	SIEMENS	RC-IN I S NR DEL AREA, JIL BUILDING, TOWER-B, PLOT NO. 78, SECTOR 18, GURGAON-122015, INDIA	0124-2842000, 9873424331 amit.bhadoria@siemens.com	
	LT- CURRENT TRANSFORMER	2	E1009	AUTOMATIC ELECTRIC LTD.	96 AB LONAVLA INDUSTRIAL ESTATE NANGARGAON, LONAVLA-410401	Phone : +91 2114323665 Fax : +91 2114273482	
	LT- CURRENT TRANSFORMER	3	E1066	INDCOIL	PLOT NO. A- 150/ 151, 23RD U ROAD, WAGLE ESTATE, THANE WEST, CST RD, FRIENDS COLONY, HALLOW PUL, KURLA WEST, MUMBAI, MAHARASHTRA 400070	Phone:022 2583 8305	
	LT- CURRENT TRANSFORMER	4	K18	KAPPA ELECTRICALS	KAPPA ELECTRICALS, KAPPA CONSOLIDATED PVT. LTD., SOUTHERN ELECTRIKS 14, CART TRACK ROAD, MADUVANKARAI, CHENNAI - 600 042, INDIA.	PHONE: +91 - 44 - 22454709, 22454516, 22450794, 22450795 FAX: +91 - 44 - 22351662, 22451693 E-MAIL: mira@kappaelectricals.com sales@kappaelectricals.com	
	LT- CURRENT TRANSFORMER	5	E1104	PRAGATI ELECTRICALS	280/3,II POKHRAN RD	5341779,5427041	
	LT- CURRENT TRANSFORMER	6	E1106	PRECISE ELECTRICALS	47A-49A,CHAKALA ROAD ANDHERI(E),MUMBAI-99 MUMBAI, MAHARASHTRA, INDIA PIN-400 099	022-8323402 / 022-8216433	
	LT- CURRENT TRANSFORMER	7	E1128	SILKAANS ELECT.MFG.CO.PVT.LTD	PLOT NO: R-247, T.T.C. INDUSTRIAL AREA, M.I.D.C , RABALE, NAVI MUMBAI- 400 701 INDIA	+91-22- 27607787 / 27607927 +91-22- 27607997	
	LT- CURRENT TRANSFORMER	8	E1111	PRAYOG ELECTRICALS PVT. LTD.	GROUND FLOOR, THAKORE INDUSTRIAL COMPUND, STATION ROAD, VIDYA VIHAR (W), NATHANI ROAD , OPP. AMIBIKA TEMPLE,MUMBAI Mumbai - 400086, Maharashtra, India	91-22-25164288/25133146 Mr. P. U. PATWARDHAN (MANAGING DIRECTOR)	
	LT- CURRENT TRANSFORMER	9	C01	C&S ELECTRIC LTD.	222, OKHLA IND. ESTATE, PH-III, NEW DELHI-110020	011-3088 7520-29	

ITEM CODE	ITEM DESCRIPTION	SL NO.	VENDOR CODE	VENDOR NAME	ADDRESS	PHONE	REMARKS
ES24	LT- POTENTIAL TRANSFORMER	1	S01	SIEMENS	RC-IN I S NR DEL AREA, JIL BUILDING, TOWER-B, PLOT NO. 78, SECTOR 18, GURGAON-122015, INDIA	0124-2842000, 9873424331 amit.bhadoria@siemens.com	
	LT- POTENTIAL TRANSFORMER	2	E1009	AUTOMATIC ELECTRIC LTD.	96 AB LONAVLA INDUSTRIAL ESTATE NANGARGAON, LONAVLA-410401	Phone : +91 2114323665 Fax : +91 2114273482	
	LT- POTENTIAL TRANSFORMER	3	E1066	INDCOIL	PLOT NO. A- 150/ 151, 23RD U ROAD, WAGLE ESTATE, THANE WEST, CST RD, FRIENDS COLONY, HALLOW PUL, KURLA WEST, MUMBAI, MAHARASHTRA 400070	Phone:022 2583 8305	
	LT- POTENTIAL TRANSFORMER	4	K18	KAPPA ELECTRICALS	KAPPA ELECTRICALS, KAPPA CONSOLIDATED PVT. LTD., SOUTHERN ELECTRIKS 14, CART TRACK ROAD, MADUVANKARAI, CHENNAI - 600 042, INDIA.	PHONE: +91 - 44 - 22454709, 22454516, 22450794, 22450795 FAX: +91 - 44 - 22351662, 22451693 E-MAIL: mira@kappaelectricals.com sales@kappaelectricals.com	
	LT- POTENTIAL TRANSFORMER	5	E1104	PRAGATI ELECTRICALS	280/3,II POKHRAN RD	5341779,5427041	
	LT- POTENTIAL TRANSFORMER	6	E1106	PRECISE ELECTRICALS	47A-49A,CHAKALA ROAD ANDHERI(E),MUMBAI-99 MUMBAI, MAHARASHTRA, INDIA PIN-400 099	022-8323402 / 022-8216433	
	LT- POTENTIAL TRANSFORMER	7	E1128	SILKAANS ELECT.MFG.CO.PVT.LTD	PLOT NO: R-247, T.T.C. INDUSTRIAL AREA, M.I.D.C , RABALE, NAVI MUMBAI- 400 701 INDIA	+91-22- 27607787 / 27607927 +91-22- 27607997	
	LT- POTENTIAL TRANSFORMER	8	E1111	PRAYOG ELECTRICALS PVT. LTD.	GROUND FLOOR, THAKORE INDUSTRIAL COMPUND, STATION ROAD, VIDYA VIHAR (W), NATHANI ROAD , OPP. AMIBIKA TEMPLE,MUMBAI Mumbai - 400086, Maharashtra, India	91-22-25164288/25133146 Mr. P. U. PATWARDHAN (MANAGING DIRECTOR)	
ES25	DC SWITCH	1	A35	GE-POWER	KAMAK TOWER, 3RD FLOOR, PLOT NO. 12-A, TVK INDUSTRIAL ESTATE, EKKADUTHANGAL, GUINDY, CHENNAI-600032	044-49681447	
	DC SWITCH	2	E1076	KAYCEE	KAYCEE INDUSTRIES LTD., C/O-CMS COMPUTERS LTD., 35A, REAR BLDG., KILOKARI, NEW DELHI-110014	Rajiv Sharma-9312004687	
	DC SWITCH	3	S01	SIEMENS	RC-IN I S NR DEL AREA, JIL BUILDING, TOWER-B, PLOT NO. 78, SECTOR 18, GURGAON-122015, INDIA	0124-2842000, 9873424331 amit.bhadoria@siemens.com	
ES26	DISTRIBUTION BOX	1	SRC01	M/S SHRENIK & CO.	39A/3, PANCHRATNA INDUSTRIAL ESTATE, SARKHEJ-BAVLA ROAD, CHANGODAR, AHMEDABAD – 382 213		
ES28	FUSE BASE	1	E1068	INDO ASIAN	B-24, PHASE – II , NOIDA – 201305, U.P.	120-3042222	
	FUSE BASE	2	G01	GE-POWER	KAMAK TOWER, 3RD FLOOR, PLOT NO. 12-A, TVK INDUSTRIAL ESTATE, EKKADUTHANGAL, GUINDY, CHENNAI-600032	044-49681447	
	FUSE BASE	3	L01	L&T	32, SHIVAJI MARG, P.O. BOX- 6223, NEW DELHI-110015	011-41419554/59	
	FUSE BASE	4	C01	C&S ELECTRIC LTD.	222, OKHLA IND. ESTATE, PH-III, NEW DELHI-110020	011-3088 7520-29	
	FUSE BASE	5	S01	SIEMENS	RC-IN I S NR DEL AREA, JIL BUILDING, TOWER-B, PLOT NO. 78, SECTOR 18, GURGAON-122015, INDIA	0124-2842000, 9873424331 ;amit.bhadoria@siemens.com	
	FUSE BASE	6	A24	ABB	14, MATHURA ROAD, FARIDABAD, HARYANA-121003	0129-2567580, 09871799449	
	FUSE BASE	7	S02	SPACEAGE SWITCHGEARS LTD.	68 & 13-A INDUSTRIAL DEVELOPMENT COLONY, MEHRAULI ROAD GURGAON, HARYANA-122001	0124-2302711, 4085091	
	FUSE BASE	8	S03	SCHNEIDER ELECTRIC INDIA PVT. LTD.	9TH FLOOR, BLDG. NO. 10, TOWER-C, DLF CYBER CITY, PH-II, GURGAON-122002	0124-3940400	
	FUSE BASE	9	G01	ALSTOM LTD	A-7, SEC-65, NOIDA	0120-479 0000	
	FUSE BASE	10	E1050	ESSEN DEINKI	FLAT NO. 502, SKYLINE HOUSE 85, NEHRU PLACE NEW DELHI	011-26217060	
ES29	HRC FUSES	1	E1068	INDO ASIAN	B-24, PHASE - II , NOIDA - 201305, U.P.	120-3042222	
	HRC FUSES	2	G01	GE-POWER	KAMAK TOWER, 3RD FLOOR, PLOT NO. 12-A, TVK INDUSTRIAL ESTATE, EKKADUTHANGAL, GUINDY, CHENNAI-600032	044-49681447	
	HRC FUSES	3	L01	L&T	32, SHIVAJI MARG, P.O. BOX- 6223, NEW DELHI-110015	011-41419554/59	
	HRC FUSES	4	C01	C&S ELECTRIC LTD.	222, OKHLA IND. ESTATE, PH-III, NEW DELHI-110020	011-3088 7520-29	
	HRC FUSES	5	S01	SIEMENS	RC-IN I S NR DEL AREA, JIL BUILDING, TOWER-B, PLOT NO. 78, SECTOR 18, GURGAON-122015, INDIA	0124-2842000, 9873424331 ;amit.bhadoria@siemens.com	
	HRC FUSES	6	A24	ABB	14, MATHURA ROAD, FARIDABAD, HARYANA-121003	0129-2567580, 09871799449	

ITEM CODE	ITEM DESCRIPTION	SL NO.	VENDOR CODE	VENDOR NAME	ADDRESS	PHONE	REMARKS
	HRC FUSES	7	S02	SPACEAGE SWITCHGEARS LTD.	68 & 13-A INDUSTRIAL DEVELOPMENT COLONY, MEHRAULI ROAD GURGAON, HARYANA-122001	0124-2302711, 4085091	
	HRC FUSES	8	S03	SCHNEIDER ELECTRIC INDIA PVT. LTD.	9TH FLOOR, BLDG. NO. 10, TOWER-C, DLF CYBER CITY, PH-II, GURGAON-122002	0124-3940400	
	HRC FUSES	9	G01	ALSTOM LTD	A-7, SEC-65, NOIDA	0120-479 0000	
	HRC FUSES	10	E1050	ESSEN DEINKI	FLAT NO. 502, SKYLINE HOUSE 85, NEHRU PLACE NEW DELHI	011-26217060	
ES31	GI WIRE & FLAT	1	I039	INDUSTRIAL PERFORATION (I) PVT.LTD.	MR. A. K. SAHA 327, R.N.GUHA ROAD, DUM DUM KOLKATA-West Bengal-India Phone- 9830241788 Pincode : 700028 Email : ipipl@cal2.vsnl.net.in	011 2737 3579	
	GI WIRE & FLAT	2	I070	INDIA ELECTRICALS SYNDICATE	Mr. Suresh Kumar Agarwal 55, Ezra Street, Kolkata-West Bengal-India Phone- 033-22354047 Pincode : 700001 Email : cabletray@vsnl.com	022-28511704	
	GI WIRE & FLAT	3	I072	INDMARK FORMTECH PVT. LTD.	Mr. Narendra R. Meher J Block, Plot No.-375, MIDC BHOSARI PUNE-MAHARASHTRA-INDIA Phone- 020-27130546 Pincode : 411026 Email : indmarkformtech@vsnl.net		
	GI WIRE & FLAT	4	P039	PREMIER POWER PRODUCTS (CAL) PVT. LTD.	Chatterjee International Centre, 33A, Jawaharlal Nehru Road, 6th Floor, Suit No. - 11A, Kolkata,- West Bengal-India Phone- 9331008739 Pincode : 700071 Email : hemantdaga@dagaventures.com		
	GI WIRE & FLAT	5	P050	PATNY SYSTEMS (P) LTD	PATNY PLAZA 160 , SARDAR PATEL ROAD SEUNDRABAD SECUNDRABAD-TELANGANA-INDIA Phone- 040-27902451 Pincode : 500003 Email : mr.mkt@patnysystems.com		
	GI WIRE & FLAT	6	P079	PASSIVE INFRA PROJECTS PVT. LTD.	MR. VARUN AGRAWAL 182, VAISHALI, PITAMPURA Delhi-DELHI-INDIA Phone- 9871183059 Pincode : 110088 Email : ATANU.SAHA@PASSIVEINFRA.COM		
	GI WIRE & FLAT	7	R036	RUKMANI ELECTRICAL & COMPONENTS PVT LTD	11A , MAHARISHI DEBENDRA ROAD 1ST FL , ROOM NO.4 KOLKATA-WEST BENGAL-INDIA Phone- Pincode : 700007 Email : maruthikabra@gmail.com		
	GI WIRE & FLAT	8	R037	RATAN PROJECTS & ENGINEERING CO. PVT.LTD.	MR. G.D. SINGHEE/MR. MAHESH SINGHEE 26, P.K. TAGORE STREET, MAIN BUILDING KOLKATA-WEST BENGAL-INDIA Phone- 9830177331 Pincode : 700006 Email : mahesh@ratans.com		
	GI WIRE & FLAT	9	R041	RABI ENGINEERING WORKS PVT. LTD.	MR. TAPAN KUMAR SEN/MR. SIDDHARTHA 327, R.N. GUHA ROAD, DUM DUM, KOLKATA-WEST BENGAL-INDIA Phone- 9748753002 Pincode : 700028 Email : rabiengineering@gmail.com		
	GI WIRE & FLAT	10	R200	RAJASTHAN METAL SMELTING CO.	Mr. R. K. Tibrewala D-80, Road No. 7, V.K.I.A., Jaipur-Rajasthan-India Phone- 0141-2332269 Pincode : 302013 Email : info@rmscoindia.com		
	GI WIRE & FLAT	11	S210	SARAL INDUSTRIES	Mr. Y.K. Gupta L-1, L-2, Industrial Area-1 Sultanpur Road Rae Bareilly-Uttar Pradesh-India Phone- 0535-2702474 Pincode : 229010 Email : saralindustries@gmail.com		
	GI WIRE & FLAT	12		PARCO Engineers Pvt. Ltd.	401, skyline Epitom Building ,Near to Jolly Gym Khana, Kirol Road , Vidhyavihar, MH 400086 India		
	GI WIRE & FLAT	13	U019	UNITECH FABRICATORS and ENGINEERS PVT LTD	INDRAPRASHTHA APARTMENT 24 , M.B.RAOD , BIRATI KALABAGAN KOLKATA KOLKATA-WEST BENGAL-INDIA Phone- Pincode : 700051 Email : ufepl@vsnl.net; ufepl@rediffmail.com	022 - 26230814	
ES32	HIGH MAST	1	B05	BAJAJ ELECTRICALS	BAJAJ ELECTRICALS LTD. ENGINEERING & PROJECTS BU (NORTH) 3rd FLOOR, GULMOHARHOUSE, COMMUNITY CENTRE 161/B-4, GAUTAM NAGAR, YUSUF SARAI NEW DELHI – 110049	SREEMANY. SR. MANAGER (PROJECTS) CONTACT DETAILS : (+91) 9871025705. MAIL ID :rabans@bajaelectricals.com;	
	HIGH MAST	2	TL01	M/S TRANSRAIL LIGHTING LIMITED (TLL)	M/S TRANSRAIL LIGHTING LIMITED (TLL), GAMMON INDIA LIMITED 2ND FLOOR , CENTRIC PLAZA, PLOT NO.8 POCKET-4, SECTOR-11 DWARKA , NEW DELHI -110075	hemant.jain@transrailtld.com'	
ES35	INDICATING LAMPS	1	B04	BCH	20/4, MATHURA ROAD, FARIDABAD, HARYANA-121006	0129-4293000	
	INDICATING LAMPS	2	C01	C&S ELECTRIC LTD.	222, OKHLA IND. ESTATE, PH-III, NEW DELHI-110020	6832259,6918834-37	
	INDICATING LAMPS	3	E1050	ESSEN DEINKI	FLAT NO. 502, SKYLINE HOUSE 85, NEHRU PLACE NEW DELHI	011-26217060	
	INDICATING LAMPS	4	E1153	VAISHNO(HOTLINE SWGR.& CONTROL)	G-19, SECTOR - 11, NOIDA - 201301, UTTAR PRADESH, INDIA	8377805157 9818338922	

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	INDICATING LAMPS	5	A35	GE-POWER	KAMAK TOWER, 3RD FLOOR, PLOT NO. 12-A, TVK INDUSTRIAL ESTATE, EKKADUTHANGAL, GUINDY, CHENNAI-600032	9818338922	
	INDICATING LAMPS	6	S01	SIEMENS	RC-IN I S NR DEL AREA, JIL BUILDING, TOWER-B, PLOT NO. 78, SECTOR 18, GURGAON-122015, INDIA	0124-2842000, 9873424331 amit.bhadauria@siemens.com	
	INDICATING LAMPS	7	S03	SCHNEIDER ELECTRIC INDIA PVT. LTD.	9TH FLOOR, BLDG. NO. 10, TOWER-C, DLF CYBER CITY, PH-II, GURGAON-122002	0124-3940400	
ES36	JUNCTION BOXES (NON FLAME PROOF)	1	J01	JASPER ENGINEERS PVT. LTD.	A-23, SECTOR - 8, NOIDA-201301	0120-4033520/533	
	JUNCTION BOXES (NON FLAME PROOF)	2	EC05	Electro Controls & Devices	M/S ELECTRO CONTROLS & DEVICES, F-41, SITE-C, SURAJPUR INDUSTRIAL AREA GREATER NOIDA, UTTAR PRADESH :201308	Mr. Sanjay Sharma (Chief Promoter) 0120-2569487, 2560100,2560300	
	JUNCTION BOXES (NON FLAME PROOF)	3	SRC01	M/s Shrenik & Co.	39A/3, PANCHRATNA INDUSTRIAL ESTATE, SARKHEJ-BAVLA ROAD, CHANGODAR, AHMEDABAD – 382 213	020-026708100	
	JUNCTION BOXES (NON FLAME PROOF)	4	PME-01	M/s PHOENIX MECANO LTD.,	388 BHARE, TALUKA MULSHI, POST GHOTAWADE, PIRANGOOT, INDUSTRIAL AREA, PUNE-412115	Awasthi(09971119006) Tel: ++91 20 6674 5103, Mobile: ++91 90499 95985, Fax: ++91 20 6674 5126	
	JUNCTION BOXES (NON FLAME PROOF)	5	ACE01	Adroit Control Engineers Pvt.Ltd.	M/S ADROIT CONTROL ENGINEERS PVT.LTD. PLOT-3, KRISHNA INDL AREA, SECTOR-25 FARIDABAD – 121004	011-47600700, 0129-4251400	
	JUNCTION BOXES (NON FLAME PROOF)	6	PME-01	M/s PHOENIX MECANO LTD.,	388 BHARE, TALUKA MULSHI, POST GHOTAWADE, PIRANGOOT, INDUSTRIAL AREA, PUNE-412115	Awasthi(09971119006) Tel: ++91 20 6674 5103, Mobile: ++91 90499 95985, Fax: ++91 20 6674 5126 contact person : Vishwa bandhu E-mail:d.gupta@pmipl-online.com ;admin@pmipl-online.com	
	JUNCTION BOXES (NON FLAME PROOF)	7	MK01	MIKA ENGINEERS	BRANCH OFFICE : 'D'-101, DHEERAJ HERITAGE RESIDENCY II, SHASTRI NAGAR, SANTACRUZ (W), MUMBAI 400 054.	Director : Mr. Asgar Karimi Email: asgar@mikaengineers.com E-mail : mika@mtnl.net.inTelfax : 022-26610081/82/83/84Tel : 02527-249066/70 Cell : 099230 74373	TYPE-S ONLY
	JUNCTION BOXES (NON FLAME PROOF)	8	PME-01	M/s PHOENIX MECANO LTD.,	388 BHARE, TALUKA MULSHI, POST GHOTAWADE, PIRANGOOT, INDUSTRIAL AREA, PUNE-412115	TEL.- +912066745000 Awasthi(09971119006) Tel: ++91 20 6674 5103, Mobile: ++91 90499 95985, Fax: ++91 20 6674 5126 contact person : Vishwa bandhu E-mail:d.gupta@pmipl-online.com ;admin@pmipl-online.com	
	JUNCTION BOXES (NON FLAME PROOF)	9	B05	BAJAJ ELECTRICALS	BAJAJ ELECTRICALS LTD. ENGINEERING & PROJECTS BU (NORTH) 3rd FLOOR, GULMOHARHOUSE, COMMUNITY CENTRE 161/B-4, GAUTAM NAGAR, YUSUF SARAI NEW DELHI – 110049	CONTACT PERSON : Mr. S. SREEMANY. SR. MANAGER (PROJECTS) CONTACT DETAILS : (+91) 9871025705. MAIL ID : srbans@bajajelectricals.com;	
	JUNCTION BOXES (NON FLAME PROOF)	10	A03	AJMER INDUSTRIES & ENGG. WORKS	AJMER INDL AND ENGG. WORKS. AJMER HOUSE, A-61 / KHAIRANE MIDC. , TTC INDL. AREA, NAVI MUMBAI – 400705.	Tel : 022 27620299 / 97 / 96 'mail@ajmera.net	
	JUNCTION BOXES (NON FLAME PROOF)	11	SB02	S.B. ELECTRICAL ENGINEERING CORPORATION	03, SARDAR GRIHA BUILDING, LOHAR CHAWAL, MUMBAI-400002	022- 22069831; 022-66637259	
ES44	LIGHTING POLES	1	E1033	BOMBAY TUBE & POLES CO.	BOMBAY TUBES & POLES CO. 2ND LANE, DARUKHANA, PLOT NO. 100, MAZGAON, MUMBAI - 10	Tel. : +91 22 23729802, email ID: btpc1954@hotmail.com	
	LIGHTING POLES	2	E1118	RIDHDHI POLES	4/5 INDUSTRIAL ESTATE, GORWA, VADODRA-390016	0265 - 2283768	
	LIGHTING POLES	3	MK01	MIKA ENGINEERS	BRANCH OFFICE : 'D'-101, DHEERAJ HERITAGE RESIDENCY II, SHASTRI NAGAR, SANTACRUZ (W), MUMBAI 400 054. WORKS : AT POST AGHAI, SHED NO. 2, VILLAGE AGHAI JILLA, SHAHPUR, DIST. THANE 421 601 TEL : 02527-249066/70 CELL : 099230 74373	Director : Mr. Asgar Karimi Email: asgar@mikaengineers.com;mika@mtnl.net.in Telfax : 022-26610081/82/83/84 Tel : 02527-249066/70 Cell : 099230 74373	
	LIGHTING POLES	4	K02	KL INDUSTRIES	B1 1001 LOK GAURAV, LBS MARG, VIKHROLI WEST, MUMBAI - 400083	(91)-9821013736 (91)-22-25774272	

ITEM CODE	ITEM DESCRIPTION	SL NO.	VENDOR CODE	VENDOR NAME	ADDRESS	PHONE	REMARKS
	LIGHTING POLES	5	B05	BAJAJ ELECTRICALS	BAJAJ ELECTRICALS LTD. ENGINEERING & PROJECTS BU (NORTH) 3rd FLOOR, GULMOHARHOUSE, COMMUNITY CENTRE 161/B-4, GAUTAM NAGAR, YUSUF SARAI NEW DELHI – 110049	CONTACT PERSON : Mr. S. SREEMANY. SR. MANAGER (PROJECTS) CONTACT DETAILS : (+91) 9871025705. MAIL ID : srabans@bajajelectricals.com;	
	LIGHTING POLES	6	TL01	TLL	M/S TRANSRAIL LIGHTING LIMITED (TLL), GAMMON INDIA LIMITED 2ND FLOOR , CENTRIC PLAZA, PLOT NO.8 POCKET-4, SECTOR-11 DWARKA , NEW DELHI -110075	hemant.jain@transrailttd.com'	
ES45	LIGHTING SWITCH , SOCKET & S/F UNIT	1	F04	ELEXPRO ELECTRICALS PVT/ LTD.	C 1/27 & 37 GIDC KABILPORE NAVSARI-396424	02637-265140, Mr. Jssk kumar	
	LIGHTING SWITCH , SOCKET & S/F UNIT	2	E1012	ANCHOR	STEEL HOUSE, B WING, PLOT NO. 24, MAHAL INDUSTRIAL ESTATE, MAHAKALI CAVES ROAD, NEAR PAPER BOX, ANDHERI (E), MUMBAI, MAHARASHTRA.- 400093	022-30418888.	
	LIGHTING SWITCH , SOCKET & S/F UNIT	3	E1076	KAYCEE	KAYCEE INDUSTRIES LTD., C/O-CMS COMPUTERS LTD., 35A, REAR BLDG., KILOKARI, NEW DELHI-110014	Rajiv Sharma-9312004687	
	LIGHTING SWITCH , SOCKET & S/F UNIT	4	L01	L&T	32, SHIVAJI MARG, P.O. BOX- 6223, NEW DELHI-110015	011-41419554/59	
	LIGHTING SWITCH , SOCKET & S/F UNIT	5	S01	SIEMENS	RC-IN I S NR DEL AREA, JIL BUILDING, TOWER-B, PLOT NO. 78, SECTOR 18, GURGAON-122015, INDIA	0124-2842000, 9873424331 amit.bhadauria@siemens.com	
	LIGHTING SWITCH , SOCKET & S/F UNIT	6	E1068	INDO ASIAN	B-24, PHASE - II , NOIDA - 201305, U.P.	120-3042222	
ES47	LOCAL PUSH BUTTON STATION (NON FLAME PROOF)	8	A35	GE-POWER	KAMAK TOWER, 3RD FLOOR, PLOT NO. 12-A, TVK INDUSTRIAL ESTATE, EKKADUTHANGAL, GUINDY, CHENNAI-600032	044-49681447	
	LOCAL PUSH BUTTON STATION (NON FLAME PROOF)	9	E1019	ASIATIC	A-58 NARAINA IND. AREA, PHASE-I , NEW DELHI 110028	011 - 25796330, 25796617	
	LOCAL PUSH BUTTON STATION (NON FLAME PROOF)	10	C01	C&S ELECTRIC LTD.	222, OKHLA IND. ESTATE, PH-III, NEW DELHI-110020	011 - 25793021	
	LOCAL PUSH BUTTON STATION (NON FLAME PROOF)	11	E1051	EVERGREEN ENGG. CO.	EVERGREEN ENGG COMPANY WORKS-5, PLOT NO. 9,10,11,12, SURVEY NO. 242, CHINCH PADA, VASAI EAST-401208	(0250) 6458250	
	LOCAL PUSH BUTTON STATION (NON FLAME PROOF)	12	E1143	TECKNIC CONTROLS	703, MADHAVA, BANDRA, KURLA COMPLEX, BANDRA EAST, MUMBAI, MAHARASHTRA 400051	022-42532507/00 022-24451648	
	LOCAL PUSH BUTTON STATION (NON FLAME PROOF)	13	E1053	EX-PROTECTA LIGHTING EQUIPMENT	305-306, GIDC ESTATE, VITHAL UDYOGNAGAR - 388121 DIST. ANAND, GUJARAT 388121 INDIA	02692-237823	
	LOCAL PUSH BUTTON STATION (NON FLAME PROOF)	14	E1206	BALIGA ELECTRICALS	63A,CP RAMASWAMY ROAD, PB NO 6910, CHENNAI-600018	44-24995505,22680990-4	
	LOCAL PUSH BUTTON STATION (NON FLAME PROOF)	15	E1210	ENPRO ENGG.	NO.995P, DIAMOND PLAZA, 2ND FLOOR, 12TH MAIN ROAD, ANNA NAGAR, CHENNAI-40	044 – 42611526 / 42170338 / 26262716 enproengg@enproengineering.com	
	LOCAL PUSH BUTTON STATION (NON FLAME PROOF)	16	E1132	STERLING SWGR CONTROL PVT.LTD.	P.O. BOX NO. 17023, SORAB HOUSE, 2ND FLOOR, 555, S.B. MARG, DADAR, MUMBAI - 400028, MAHARASHTRA, INDIA	91-22-24222297/24222298/24224236	
	LOCAL PUSH BUTTON STATION (NON FLAME PROOF)	17	F04	ELEXPRO ELECTRICALS PVT/ LTD.	C 1/27 & 37 GIDC KABILPORE NAVSARI-396424	02637-265140, Mr. Jssk kumar	
	LOCAL PUSH BUTTON STATION (NON FLAME PROOF)	18	E1153	VAISHNO(HOTLINE SWGR & CONTROL)	G-19, SECTOR - 11, NOIDA - 201301, UTTAR PRADESH, INDIA	8377805157 9818338922	
	LOCAL PUSH BUTTON STATION (NON FLAME PROOF)	19	J01	JASPER ENGINEERS PVT. LTD.	A-23, SECTOR - 8, NOIDA-201301	0120-4033520/533	
	LOCAL PUSH BUTTON STATION (NON FLAME PROOF)	20	KM1	KMG ATOZ SYSTEMS	C-49, SECTOR-81-NOIDA-201305	120-4207920, 08527897328	
	LOCAL PUSH BUTTON STATION (NON FLAME PROOF)	21	E05	UNILEC ENGINEERS PVT. LTD.	BEHRAMPUR INDUSTRIAL AREA, BEGAMPUR KHATOLA ROAD, GURGAON-122001	0124-4030247,248, 4559700, 9911087173	
	LOCAL PUSH BUTTON STATION (NON FLAME PROOF)	22	B04	BCH	20/4, MATHURA ROAD, FARIDABAD, HARYANA-121006	0129-4293000	
	LOCAL PUSH BUTTON STATION (NON FLAME PROOF)	23	E1035	CANDS	J/202, ANSA INDUSTRIAL ESTATE, SAKI VIHAR ROAD, SAKINAKA, ANDHERI (EAST), MUMBAI-72	022-28570858	
	LOCAL PUSH BUTTON STATION (NON FLAME PROOF)	24	S01	SIEMENS	RC-IN I S NR DEL AREA, JIL BUILDING, TOWER-B, PLOT NO. 78, SECTOR 18, GURGAON-122015, INDIA	0124-2842000, 9873424331 amit.bhadauria@siemens.com	
	LOCAL PUSH BUTTON STATION (NON FLAME PROOF)	25	S03	SCHNEIDER ELECTRIC INDIA PVT. LTD.	9TH FLOOR, BLDG. NO. 10, TOWER-C, DLF CYBER CITY, PH-II, GURGAON-122002	0124-3940400	
	LOCAL PUSH BUTTON STATION (NON FLAME PROOF)	26	E1143	TECKNIC CONTROLS	703, MADHAVA, BANDRA, KURLA COMPLEX, BANDRA EAST, MUMBAI, MAHARASHTRA 400051	022-42532507/00 022-24451648	
	LOCAL PUSH BUTTON STATION (NON FLAME PROOF)	27	E1148	UNITED ELECTRIC	97 UDYOG VIHAR PHASE-I, GURGAON 122015, HARYANA	124 4002970 72	

ITEM CODE	ITEM DESCRIPTION	SL NO.	VENDOR CODE	VENDOR NAME	ADDRESS	PHONE	REMARKS
	LOCAL PUSH BUTTON STATION (NON FLAME PROOF)	28	SRC01	M/s Shrenik & Co.	39A/3, PANCHRATNA INDUSTRIAL ESTATE, SARKHEJ-BAVLA ROAD, CHANGODAR, AHMEDABAD – 382 213		
ES48	LOCAL PUSH BUTTON STATION (FLAME PROOF)						
ES51	MCB	1	E1088	MDS SWITCHGEAR LTD	314-317SHAH NAHAR ESTATE	011 - 25793021	
	MCB	2	E1068	INDO ASIAN	B-24, PHASE - II , NOIDA - 201305, U.P.	120-3042222	
	MCB	3	S03	SCHNEIDER ELECTRIC INDIA PVT. LTD.	9TH FLOOR, BLDG. NO. 10, TOWER-C, DLF CYBER CITY, PH-II, GURGAON-122002	0124-3940400	
	MCB	4	E1120	S&S POWER SWITCHGEAR LTD,	NEW NO. 67, OLD NO. 19, DR. RANGA ROAD, MYLAPORE, CHENNAI - 600004	044 - 24988056, 044 - 24988057, 044 - 24988058	
ES61	SWITCH BOX	1	E1012	ANCHOR	STEEL HOUSE, B WING, PLOT NO. 24, MAHAL INDUSTRIAL ESTATE, MAHAKALI CAVES ROAD, NEAR PAPER BOX, ANDHERI (E), MUMBAI, MAHARASHTRA.- 400093	022-30418888.	
	SWITCH BOX	2	F04	ELEXPRO ELECTRICALS PVT/ LTD.	C 1/27 & 37 GIDC KABILPORE NAVSARI-396424	02637-265140, Mr. Jssk kumar	
	SWITCH BOX	3	B05	BAJAJ ELECTRICALS	BAJAJ ELECTRICALS LTD. ENGINEERING & PROJECTS BU (NORTH) 3rd FLOOR, GULMOHARHOUSE, COMMUNITY CENTRE 161/B-4, GAUTAM NAGAR, YUSUF SARAI NEW DELHI – 110049	CONTACT PERSON : Mr. S. SREEMANY. SR. MANAGER (PROJECTS) CONTACT DETAILS : (+91) 9871025705. MAIL ID : srabans@bajajelectricals.com;	
	SWITCH BOX	4	A03	AJMERA INDUSTRIES & ENGG. WORKS	AJMERA INDL. AND ENGG. WORKS. AJMERA HOUSE, A-61 / KHAIRANE MIDC. , TTC INDL. AREA, NAVI MUMBAI – 400705.	Tel : 022 27620299 / 97 / 96 'mail@ajmera.net	
	SWITCH BOX	5	SB02	S.B. ELECTRICAL ENGINEERING CORPORATION	03, SARDAR GRIHA BUILDING, LOHAR CHAWAL, MUMBAI-400002	022- 22069831; 022-66637259	
ES62	TERMINAL BLOCKS	1	C01	WAGO-CONTROLS	C 27, GREATER NOIDA, SECTOR 58, C BLOCK, SECTOR 58, NOIDA, UTTAR PRADESH 201307	0120-2580409/10	
	TERMINAL BLOCKS	2	E1038	CONNECT WELL	309A/4, 3RD FLOOR, KALKAJI, OKHLA IND AREA PH-2, GOVINDPURI, NEW DELHI, DL 110019	9811881085 09871419996 011-65908877	
	TERMINAL BLOCKS	3	E1047	ELMEX CONTROLS PVT. LTD.	12,G.I.D.C.ESTATE,MUKARPURA ROAD,VADODARA-390010	9374631074	
	TERMINAL BLOCKS	4	E1050	ESSEN DEINKI	FLAT NO. 502, SKYLINE HOUSE 85, NEHRU PLACE NEW DELHI	011-26217060	
	TERMINAL BLOCKS	5	E1142	TECHNOPLAST	OPP.I.M.INTER COLLEGE, BEGUM SARAI KHURD ROAD, AMROHA - 244221, U.P.	PH:- 05922 264006 CELL NO:- 9012676000, 9319520799, 9319582467	
	TERMINAL BLOCKS	6	PME-01	M/s PHOENIX MECANO LTD.,	388 BHARE, TALUKA MULSHI, POST GHOTAWADE, PIRANGOOT, INDUSTRIAL AREA, PUNE-412115	TEL.- +912066745000 Awasthi(09971119006) Tel: ++91 20 6674 5103, Mobile: +91 90499 95985, Fax: ++91 20 6674 5126 contact person : Vishwa bandhu E-mail:d.gupta@pmipl-online.com ;admin@pmipl-online.com	
	TERMINAL BLOCKS	7	E1050	ESSEN DEINKI	FLAT NO. 502, SKYLINE HOUSE 85, NEHRU PLACE NEW DELHI	011-26217060	
ES64	TIMERS - ELECTRONIC	1	E1050	ESSEN DEINKI	FLAT NO. 502, SKYLINE HOUSE 85, NEHRU PLACE NEW DELHI	011-26217060	
ES74	AMMETER	1	E1009	AUTOMATIC ELECTRIC LTD.	96 AB LONAVLA INDUSTRIAL ESTATE NANGARGAON, LONAVLA-410401	Phone : +91 2114323665 Fax : +91 2114273482	
	AMMETER	2	R01	RISHABH INST.PVT LTD	RISHABH INSTRUMENTS PVT. LTD. F-31, MIDC, SATPUR NASHIK - 422007 MAHARASHTRA INDIA	marketing@rishabh.co.in 91-253 2202202/203 Fax: 91 253 2351064	
ES75	VOLTMETER	1	E1009	AUTOMATIC ELECTRIC LTD.	96 AB LONAVLA INDUSTRIAL ESTATE NANGARGAON, LONAVLA-410401	Phone : +91 2114323665 Fax : +91 2114273482	
	VOLTMETER	2	R01	RISHABH INST.PVT LTD	RISHABH INSTRUMENTS PVT. LTD. F-31, MIDC, SATPUR NASHIK - 422007 MAHARASHTRA INDIA	marketing@rishabh.co.in 91-253 2202202/203 Fax: 91 253 2351064	
ES80	PVC WIRES				BIS APPROVED MAKE		
ES85	HUME PIPE				REPUTED MAKE		
ES86	PHOTOELECTRIC SWITCH				REPUTED MAKE		



TECHNICAL SPECIFICATION FOR LIGHTING POLES

SPECIFICATION NO. PE-SS-999-558-E004

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SECTION-II GENERAL REQUIREMENTS



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1.0 INTENT OF SPECIFICATION

- 1.1 The requirement of this specification shall be fully complied with.
- 1.2 The “design” shall broadly cover the selection of components, materials, sizes etc. for the equipment of supply in vendor’s scope. Complete responsibility of establishing the correctness of equipment design rests with the vendor.
- 1.3 It is not the intent to specify here all the details of design and manufacture. However, the equipment shall conform in all respects to high standards of design, engineering and workmanship, and shall be capable of performing the required duties in a manner acceptable to Engineer / purchaser, who will interpret the meaning of drawings and specifications and shall be entitled to reject any work or material, which in his judgement is not in full accordance herewith.
- 1.4 Make of all equipment and components shall be as per sub vendor list (Section I) and subjected to the approval of BHEL/BHEL’s customer without any commercial implication.

2.0 CODES & STANDARDS

- 2.1 The material shall comply with all currently applicable safety codes and statutory regulations of India as well of the locality where the material is to be installed.
- 2.2 The material, construction, manufacture, inspection and testing shall conform to the latest revisions of standards as specified in Datasheet-A.
- 2.3 In case of conflict between the applicable reference standard and this specification, stringent requirement shall govern.

3 DESIGN REQUIREMENTS

3.1 LIGHTING POLES

- 3.1.1 Lighting poles as required for street lighting and flood lighting shall be of swaged/stepped tubular steel of swan neck construction as per applicable standard.
- 3.1.2 Where painted type of poles is specified (to be done at vendor’s works);
- a) The poles shall be coated with black bituminous paint, conforming to applicable standard, throughout on the inside surface and on the outside surface up to the level which is embedded in ground.
 - b) Exposed outside surface shall be painted with two coats of red oxide and zinc chromate in synthetic compound primer.
 - c) Final painting shall be done at site after installation. Same is not in vendor’s scope.
- 3.1.3 Where galvanization of poles is specified;
- a) All inside and outside surfaces of the pole and base plate shall be hot dip galvanised as per manufacturer’s practice.
 - b) Base plate shall be galvanised after welding to the pole base.
 - c) Weight and thickness of zinc coating shall be as per Datasheet-A.



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- 3.1.4 Each street lighting pole shall be supplied with necessary pipe-reducer / fixing-bracket for fixing the luminaire.
- 3.1.5 Each street lighting pole shall be suitably provided with weather proof, galvanised steel junction box and two numbers fixing brackets suiting the diameter of the pole. The requirements of junction box are stipulated elsewhere. The fixing brackets shall be supplied loose.
- 3.1.6 Street lighting pole shall be provided with wiring hole. The location shall be coordinated with mounting position of street lighting pole JB. The diameter of hole shall be 20 mm. The hole shall be provided with a rubber / PVC grommet.
- 3.1.7 Flood lighting pole shall be provided with painted MS plate and shall be suitable for the number of flood lighting luminaires and controlgear boxes.
- 3.1.8 Provision for earthing shall be provided for flood / street lighting poles at a height 1 metre above the ground (MS flat size shall be informed during detailed engineering). The pole shall be earthed at two points.
- 3.1.9 Types of Lighting Poles

Exact type and designation of lighting pole is as given in Data Sheet A. Basic types are as follows:

- a) PS1 - Street Lighting Pole for one luminaire with 1200mm bracket arm.
- b) PS2 - Street Lighting Pole for one luminaire with 1800mm bracket arm.
- c) PS4 - Street Lighting Pole for two luminaires with 1800mm bracket arm each.
- d) PF1 - Flood Lighting Pole for one luminaire.
- e) PF2 - Flood Lighting Pole for two luminaires.

Details of luminaire shall be provided during detailed engineering.

3.2 POLE JUNCTION BOXES JB(S)

- 3.2.1 Junction boxes with terminals shall be supplied for branching and terminating lighting wires/cables.
- 3.2.2 Construction Features
- (a) The junction boxes shall be fabricated out of material specified in Datasheet-A and shall be of rectangular shape. The cover shall be hinged or bolted with captive nuts and bolts and shall be provided with neoprene gasket lining all over.
 - (b) The junction boxes shall be provided with suitable knock outs/ gland plates for conduit/ cable connection. The conduit connection shall be properly sealed. The junction boxes meant for cable connection shall be complete with removable gland plates, glands and cable lugs, as required. The junction boxes shall be provided with two earthing terminals suitable for 14SWG GI earthing wires.



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- (c) The junction boxes shall be weather proof type conforming to IP-55 of IS:2147. Junction boxes for street light poles and lighting/lightning masts shall be provided with hinged doors and allen keys with bolts as locking arrangement.
- (d) The boxes and cover shall be hot dip galvanised.
- (e) The junction boxes shall be suitable for mounting on lighting poles, mast etc. The brackets, bolts, nuts, screws and any other erection accessories required for erection shall be provided along with the junction box.

3.2.3 Terminals

- (a) Multiway terminal blocks of approved type and make complete with galvanised screws, nuts, washers and marking strips shall be furnished for terminating the lighting wires.
- (b) All the terminals blocks shall be of 650V grade one piece construction with insulating barriers. These terminals shall be made of copper alloy and shall be stud type. Each terminal provided on junction box shall be suitable for terminating two numbers of aluminium conductors of the size as specified without any damage to the conductors or looseness.

3.2.4 The junction boxes shall be of following types:

Type	Description
JB-S	Provided with four (4) way stud type terminals, each terminal suitable for terminating upto two nos. of 3.5Cx50 mm ² stranded aluminium conductors & with one no.6A HRC fuse and link.
JB-M	Provided with four (4) way stud type terminals, each terminal suitable for terminating upto two nos. of 4Cx16 mm ² stranded aluminium conductors & tap off of 3 nos. 2C x 2.5 sq. mm. Cu cable.

3.3 CABLE GLANDS

- 3.3.1 Whether specifically mentioned or not, cable glands of suitable sizes shall be supplied along with each equipment for power and control cables.
- 3.3.2 Rubber components used in the gland shall be of neoprene.
- 3.3.3 Name / trade name of manufacturer, type no. and applicable range of outer diameter of cable shall be engraved / indelibly printed on the cable gland.

3.4 CABLE LUGS

- 3.4.1 All equipment shall be supplied with the power and control cable lugs of suitable size, whether specifically mentioned or not.
- 3.4.2 Name / trade name and size of lug shall be engraved/ indelibly printed on each cable lug.

3.5 TIMERS

3.5.1 Time Switch

- (a) Time switch shall be suitable for automatic switching ON and OFF of street lighting / flood lighting circuits.
- b) Time switch have 00 - 24 hrs clock base.



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- c) Time switch shall indicate actual time and shall permit accurate time setting.
- d) Time switch shall be rugged, independent of normal fluctuations of voltage / frequency and free from maintenance.
- e) Contact rating, clock accuracy, rated voltage rating and frequency rating of timer shall be suitable to its application.
- f) Time switch shall be provided with Ni-Cd battery.
- g) Time switch shall be suitable for mounting inside the panel.

3.5.2 On Delay Timer

- (a) Timer shall be fully static and suitable for operation on normal frequency and system voltage.
- (b) Timer shall have high setting accuracy, high repeat accuracy, low reset time and low power consumption.
- (c) Timer shall have the time setting range of 24 - 240 seconds, unless mentioned otherwise in Data Sheet A.
- (d) Timer shall be suitable for mounting inside the panel.

3.6 CIRCUIT DIAGRAM / DIRECTORY PLATE

- 3.6.1 A diagram is to be prepared for fixing to the inside cover of every mast feeder panel giving details of the points controlled by each circuit.

4.12 SURFACE TREATMENT FOR PANEL

- 4.12.1 All metal parts and the surfaces (exterior & interior) of equipment shall be degreased by dipping in hot alkaline solution and rubbed with wire brush to remove oil & scale from them & then rinsed in water. Alternatively, they may be shot / sand blasted.
- 4.12.2 Parts shall be pickled by dipping in hydrochloric acid tank to remove the rust from the surfaces formed during storage of sheets & then rinsed to remove traces of the acid. The cleaning and pretreatment of all metal parts shall be as per applicable standard.
- 4.12.3 The surfaces to be painted shall then be prepared by phosphatizing to protect them from further rusting & to create a good bond with the paint. The pretreatment shall conform to the applicable standard.
- 4.12.4 All parts shall then be subjected to a coat of red oxide primer paint.
- 4.12.5 All inside and outside surfaces of panel shall be spray painted with synthetic enamel of the shade as per Data Sheet A.
- 4.12.6 Electrostatic or powder coating painting shall be done as specified in Data Sheet A.
- 4.12.7 Wherever possible, finished parts shall be coated with peelable compound by spraying method to protect the finished product from scratches, grease, dirty and oily spots during handling and transportation.

4 PACKING



TECHNICAL SPECIFICATION FOR LIGHTING POLES

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- 4.1 Loose items shall be packed, duly labelled in a box and sealed properly to avoid damage during transportation. Packing list shall be pasted on every box, listing the contents of the box.

6.0 INSPECTION & TESTING

- 6.1 Bidder shall confirm compliance with the BHEL Standard Quality Plan (PE-QP-999-558-E004) without any deviations. At contract stage, the successful bidder shall submit the same QP for BHEL/ ultimate customer's approval. In case bidder has reference QP agreed with ultimate customer, same can be submitted for specific project after award of contract for BHEL/ ultimate customer's approval. There shall be no commercial implication to BHEL on account of any changes in QP during contract stage.
- 6.2 All the components and completely assembled equipment shall be tested as per the latest edition of standards. Any charges for these shall be deemed to be included in equipment price.
- 6.3 All the specified tests shall be carried out to verify the rating and performance of the equipment.
- 6.4 All manufacturing processes viz. machining, sheet forming, electroplating, wire routing, cleating & crimping, assembly, surface preparation shall conform to good manufacturing practices.

7.0 TOOLS AND TACKLE

- 7.1 Tools & tackle which are essential to facilitate assembly, adjustments, erection, maintenance & dismantling of equipment shall be provided as part of equipment supplied.
- 7.2 The above tools shall be supplied along with the initial consignment of equipment so as to be available prior to erection but may not be used for erection purposes.
- 7.3 Vendor shall also submit a list of recommended tools and tackle. Acceptance of these tools and tackle shall not be a binding on the purchaser.
- 7.4 Schedule of tools & tackle shall be filled up by bidder.

8.0 SPARES

- 8.1 Mandatory spares (if applicable) are indicated in BOQ-cum-price schedule.
- 8.2 Erection & commissioning spares are included in the bidder's scope of supply. Bidder to furnish list of E&C spares in the relevant schedules of the Bid Form and Price Schedules.



**TECHNICAL SPECIFICATION FOR
OCTAGONAL GALVANIZED POLES**

**RATE CONTRACT FOR OCTAGONAL
GALVANIZED POLES**

SPECIFICATION NO. PE-RC-999-558-E004

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**QAP FOR
OCTAGONAL GALVANIZED POLES**

Supplier:			MANUFACTURING QUALITY PLAN										
			ITEM:				QO NO.			project:			
			Octagonal Galvanized Pole				Rev: 0						
			Bracket and Foundation				Date:08.08.2019			Contract No:			
							Page:1 of 1			Contractor			
Sl. No.	Component And Operations	Characteristics	Class	Types of Check	Quantum of check		Reference Document	Acceptance Norms	Format of Record	Agency			Remarks
					M	C/B				M	C	B	
1	2	3	4	5	6		7	8	9	10			11
1	Steel for Poles shaft	(a) Chamical composition & mechanical properties	Major	Chamical & Mechanical	Sample as per manufacturer standard	same as 6M	BHEL Specification, manufacturer standard	BHEL Specification, manufacturer standard	TC	P	V	V	TC Review
		(b) Thickness	Major	Measurment	Sample as per manufacturer standard	same as 6M	BHEL Specification, manufacturer standard	BHEL Specification, manufacturer standard	TC	P	V	V	
2	Poles continuously tapered, Octagonal cross section	(a) Dimension, cross section	Major	Measurment	100%	Random	BHEL Approved Drawing	BHEL Approved Drawing	Internal Inspection Report	P	w	w	
		(b) Longitudinal weld	Critical	visual	100%	Random	BHEL Approved Drawing/ data sheet/manufacturer standard	single defect free longitudinal weld	Internal Inspection Report	P	w	V	
		(c) Galvanisation checks, Thickness (uniformity of coating & adhesion)	Major	Measurment	100%	Random	BHEL Approved Drawing/ data sheet IS:2629, 4759	BHEL Approved Drawing/ data sheet IS:2629, 4759	Internal Inspection Report	P	w	w	
3	Brackets	(a) Dimension	Major	Measurment	100%	Random	BHEL Approved Drawing	BHEL Approved Drawing	Internal Inspection Report	P	w	w	
		(b) Galvanisation checks, Thickness (uniformity of coating & adhesion)	Major	Measurment	100%	Random	BHEL Approved Drawing/ data sheet IS:2629, 4759	BHEL Approved Drawing/ data sheet IS:2629, 4759	Internal Inspection Report	P	w	w	
4	Terminal Board / MCB / Bakelite sheet	Dimension / Make / Grade	Major	visual	100%	Random	BHEL Approved Drawing/ data sheet	BHEL Approved Drawing/ data sheet	TC	V	V	V	
5	Foundation Bolts	(a) Mechanical Properties	Major	Measurment	100%	Random	BHEL Approved Drawing	BHEL Approved Drawing	TC	P	V	V	
		(b) Dimension	Major	Measurment	100%	Random	BHEL Approved Drawing/ data sheet IS:2629, 4759	BHEL Approved Drawing/ data sheet IS:2629, 4759	TC	P	V	V	
6	Final Testing	(a) Deflection Test	Major	Measurement	1 no. Per lot	Random	As per BSEN 40-3.3/ Provide load / manufacturer standard	Provide load / manufacturer standard	Internal Inspection Report	P	w	w	
		(b) Straightness	Major	Measurement	1 no. Per lot	Random	BHEL Approved Drawing/ data sheet/manufacturer standard	BHEL Approved Drawing/ data sheet/manufacturer standard	Internal Inspection Report	P	w	W	
		(c) Weight	Major	Measurement	1 no. Per lot	Random	BHEL Approved Drawing/ data sheet/manufacturer standard	BHEL Approved Drawing/ data sheet/manufacturer standard	Internal Inspection Report	P	W	W	
			LEGEND						Doc No.				
MANUFACTURER /		MAIN SUPPLIER	**M: Manufacturer/Subcontractor , C: Supplier Nominated Inspection Agency, B: BHEL										
SUB - SUPPLIER			Party Indication P: perform V: Verification, W: Witness						For Party	REVIEWED	APPROVED BY		APPROVAL SEAL
SIGNATURE								USE	BY				

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)

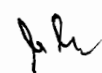
- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through 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 Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and will await their decision in the matter.

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

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

Section 4 - Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to



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

Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

- 6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his sub-contractors.
- 6.2 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

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

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

Section 8 - Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality in line with Non- disclosure agreement.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.



- 8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.9 IEM should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organisation.
- 8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code/ Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.
- 8.12 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Pact shall be operative from the date IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidders 6 months after the contract has been awarded. Issues like warranty / guarantee etc. should be outside the purview of IEMs.
- 9.2 If any claim is made/ lodged during currency of IP, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

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



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

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

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

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

For & On behalf of the Principal
 सुमीत साहाय (Signature) SUMIT SAHAYA
 उप प्रबंधक (वि. प्र. प्र.) / Dy. Manager (CMM)
 भारती इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Ltd.
 भारत इलेक्ट्रिकल्स लिमिटेड इन्जीनियरिंग प्रबंधन
 Power Sector-Project Engineering Management
 एचआरडी एंड ईएसआई कॉम्प्लेक्स
 एचआरडी बिल्डिंग, HRD & ESI Complex,
 प्लॉट नं. १५, बंगलौर - ५६०००१

For & On behalf of the Bidder/
 Contractor

(Office Seal)

(Office Seal)

Place-----

Date-----

Witness: _____

(Name & Address) _____

BHEL PEM Noida

Witness: _____

(Name & Address) _____

GST related Corrigendum to GCC Rev 06

Clause Ref:	Existing Clause as:	Replaced/ New Clause as:
Clause No.4 of GCTC (General commercial terms and conditions)	TAXES AND DUTIES 4.1 EXCISE DUTY 4.1.1 Seller/ Contractor is required to ensure that excise duty including cess, if any, is quoted as per the existing tariff on the date of the offer and all benefits as per existing rules have been considered. 4.1.2 Excise duty actually incurred by Seller/ Contractor on self-manufactured items alone shall be reimbursed against documentary evidence. Excise duty paid by Purchaser on inputs, bought out items, raw materials and components consigned directly to site from sources other than Seller/ Contractor's factory/ works shall be included by the bidder in the quoted basic price. 4.1.3 If excise duty is paid under protest or dispute, it shall not be reimbursed till the dispute is settled. If the Seller/ Contractor claims/ obtains any refund of the excise duty paid, the same shall be refunded to the Purchaser immediately 4.1.4 Invoice cum Excise duty gate pass (Excise Invoice) should contain the name of the ultimate consignee as per Order/ Contract/ Special Conditions of Contract. 4.1.5 If required by Purchaser, the Seller / Contractor will provide a certificate stating that CENVAT benefit has been availed of on the inputs and the same has been passed on to the Purchaser. 4.1.6 Excise duty shall be paid at actuals against documentary evidence but restricted to the amount and percentage indicated in the Order/ Contract. 4.2 SALES TAX / VALUE ADDED TAX (VAT) 4.2.1 Central Sales Tax / Value Added Tax shall be reimbursed only if the same is paid by the Seller / Contractor to the respective Govt. authorities on direct sales by the Seller/ Contractor to the Purchaser, meeting all statutory requirements and availing all exemptions/ concessions under the respective Central Sales Tax / Value Added Tax Acts. The offer should clearly indicate CST/ VAT percentage and the total	TAXES AND DUTIES 4.1 CGST/SGST/UTGST/IGST 4.1.1 Seller/ Contractor is required to ensure that CGST/SGST/UTGST/IGST (whichever is applicable) is quoted as per the existing tariff on the date of the offer and all benefits as per existing laws have been considered. 4.1.2 It is the responsibility of the seller/contractor to issue the Tax Invoice strictly as per the format prescribed under the relevant applicable GST law (CGST Act/SGST Act/UTGST Act/IGST Act). Vendor to indicate the proper GSTN Registration/ HSN code in their tax invoice. 4.1.3 The purchaser is registered in the State of Uttar Pradesh vide following GST registration number: 09AAACB4146P22C 4.1.4 Seller/contractor is required to mention the above registration number in their tax invoice unless stated otherwise in NIT/SCC. 4.1.5 CGST/SGST/UTGST/IGST shall be paid at actuals against Tax Invoice but restricted to the amount and percentage in the order/contract

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	amount along with concessional form(s), if any. 4.2.2 Purchaser is registered in NOIDA, U.P. vide following Registration Numbers: Central Sales Tax Registration No. : ND – 5341151 w.e.f. 01-07-2006 UP Trade Tax Registration No. : ND – 0345307 w.e.f. 01-07-2006 UP TIN No. : 09765702874 4.2.3 Central Sales Tax/ Value Added Tax shall be reimbursed, as per tariff applicable, but restricted to the percentage and amount shown in the Order/ Contract. If it is shown as included in the quoted price/ not applicable, it will not be reimbursed by the Purchaser. 4.2.4 Purchaser proposes to make sale-in-transit under section 6 (2) (b) of Central Sales Tax Act where goods movement is inter-state. Form-C shall be issued and exchanged against Form-E1/E2 based on quarterly transactions. Seller/Contractor is required to submit his request in the format enclosed at Annexure-VI within 30 days from end of the Quarter, giving State-wise invoice details. 4.2.5 VAT invoices, in format prescribed by the respective State Sales Tax Act, have to be submitted in the name of Nodal Agency specified in Special Conditions of Contract. 4.3 SERVICE TAX 4.3.1 Service Tax paid by the Service Provider /contractor to the Government authorities directly shall only be reimbursed at actuals against documentary evidence, but restricted to the rate and amount mentioned in the order/contract. The offer should clearly indicate the percentage and the total amount of service tax. 4.3.2 Service provider/Contractor to ensure their registration for “Intended Service” to be provided, before claiming Service tax under the “intended category”. Decision of BHEL shall be final w.r.t. the “Intended category” in which the service will be falling. 4.3.3 If required by the Purchaser, the Service Provider/Contractor will provide a certificate stating that “CENVAT Benefit has been availed of on the input and the	4.2 OTHER TAXES & LEVIES 4.2.1 All taxes/duties/Cess other than CGST/SGST/UTGST/IGST shall be deemed to be included in the Ex-Works prices unless specified otherwise by the bidder in the price bid. No variation in other taxes and duties shall be payable by Purchaser. 4.3 CUSTOMS DUTY
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	same has been passed on to the purchaser” or “CENVAT Benefit has not been availed of on the inputs”. 4.4 OTHER TAXES & LEVIES All taxes and duties other than Excise Duty, Sales Tax/ VAT, Service Tax shall be deemed to be included in the Ex-Works prices unless specified otherwise by the bidder in the price bid. No variation in other taxes and duties shall be payable by Purchaser. However, statutory variation in Octroi will be payable extra against documentary evidence. 4.5 CUSTOMS DUTY 4.5.1 Customs Duty element for imported items as per Special Conditions of Contract shall be included in the Ex-Works prices. No variation in customs duty and exchange rate for imported items shall be payable by Purchaser. 4.5.2 Seller/ Contractor shall arrange for his own import license, if required, since Purchaser will not provide any import license. Therefore, Seller/ Contractor alone shall be responsible for any delay in getting import license or non-availability of the same or completion of other related formalities. Purchaser shall not be responsible for any financial liability, whatsoever, on this account. 4.5.3 Essentiality Certificate or Project Authority Certificate (PAC) as per Import Policy, if required to avail concessional customs duty, shall be clearly specified in the offer. Import content (CIF value in rupees) with list of items, quantity, foreign currency, country of origin etc., shall be submitted by the bidder as part of Price bid. 4.6 DIRECT TAX 4.6.1 Purchaser shall not be liable towards income tax of whatever nature including variations thereof, arising out of this Order/ Contract, as well as tax liability of the Seller/ Contractor and his personnel.	4.3.1 Customs Duty/IGST/Goods and Services compensation cess under Goods and Services Tax (Compensation to States) Act, 2017 element for imported items as per Special Conditions of Contract shall be included in the Ex-Works prices. 4.3.2 Seller/ Contractor shall arrange for his own import license, if required, since Purchaser will not provide any import license. Therefore, Seller/ Contractor alone shall be responsible for any delay in getting import license or non-availability of the same or completion of other related formalities. Purchaser shall not be responsible for any financial liability, whatsoever, on this account. 4.3.3 Essentiality Certificate or Project Authority Certificate (PAC) as per Import Policy, if required to avail concessional customs duty, shall be clearly specified in the offer. Import content (CIF value in rupees) with list of items, quantity, foreign currency, Country of origin etc., shall be submitted by the bidder as part of Price bid. 4.4 DIRECT TAXES 4.4.1 Purchaser shall not be liable towards income tax of whatever nature including variations thereof, arising out of this Order/ Contract, as well as tax liability of the Seller/ Contractor and his personnel. 4.4.2 Deductions of Tax at source at the prevailing rates shall be effected by the Purchaser before release of payment, as a statutory obligation, if applicable. TDS certificate will be issued by the Purchaser as per statutory provisions
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	4.6.2 Deductions of Tax at source at the prevailing rates shall be effected by the Purchaser before release of payment, as a statutory obligation, if applicable. TDS certificate will be issued by the Purchaser as per statutory provisions.	
	5.0 STATUTORY VARIATION 5.1 If the rates for taxes and duties in respect of the quoted materials and/ or services assumed by the Seller/ Contractor are less than the tariff prevailing at the time of tendering, Seller/ Contractor will be responsible for such under quotations. However, if the rates assumed are higher than the correct rates prevailing at the time of tendering, the difference will be to the credit of the Purchaser. 5.2 Statutory Variations in Excise Duty, Service Tax and Central Sales Tax/ Value Added Tax only on self-manufactured items/ services rendered by vendor himself on the rates prevailing at the time of delivery/ completion in comparison to the date of offer, will be to the account of the Purchaser. No other variations such as on customs duty, exchange rate, minimum wages, prices of controlled commodities, any other input etc. shall be payable by the Purchaser. 5.3 Notwithstanding the above, where the actual completion of the supply occurs beyond the period stipulated in the Order/ Contract or any extension thereof, variations referred to above, will be limited to the rates prevailing on the dates of such agreed completion periods only. For variations after the agreed completion periods, the Seller/ Contractor alone shall bear the impact for the upward revisions and for downward revisions; purchaser shall be given the benefit of reduction in taxes/ duties. This will be without prejudice to the levy of penalty for delay in delivery/ completion schedule. 5.4 Any new tax structure (like Goods & Services Tax) as and when implemented by the Government shall become applicable in addition to or in lieu of existing tax structure.	5.0 STATUTORY VARIATION 5.1 Statutory variation for CGST/SGST/UGST/IGST is available provided the actual completion of supply does not occur beyond the period stipulated in the order/contract or any extension (without levy of penalty). 5.2 For variation after the agreed completion periods, the seller/contractor alone shall bear the impact for the upwards revisions and adjust the price in their basic price in such a manner that total price with tax matches with the ex-works with taxes of Purchase Order/Contract. For downward revisions, purchaser shall be given the benefit of reduction in CGST/SGST/UGST/IGST. This will be without prejudice to the levy of penalty for delay in delivery/completion schedule. 5.4 No other variations such as on Custom Duty, exchange rate, minimum wages, prices of controlled commodities, any other input etc. shall be payable by the purchaser.

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Clause 8	8.0 TRANSPORTATION & FREIGHT CHARGES 8.1 All dispatches shall be through road carriers approved by Purchaser/ Bank, on freight pre-paid basis. 8.2 Road permit/ entry permit, if required as per law of the State, shall be arranged by Purchaser. 8.3 Freight charges (including Service Tax) shall be payable after delivery of the goods at the project site, on receipt of MRC or receipted LR on pro-rata basis.	8.0 TRANSPORTATION & FREIGHT CHARGES 8.1 All dispatches shall be through road carriers approved by Purchaser/ Bank, on freight pre-paid basis. 8.2 Road Permit/E-way bill, if required, will be arranged by Supplier.
	9.0 TERMS OF PAYMENT 9.1 SUPPLY PACKAGES 9.1.1 Ninety percent (90%) of basic price of materials supplied, as per PO, along with 100% taxes and duties (as applicable), shall be paid against receipt of material at site on pro-rata basis. 9.1.2 Ten percent (10%) of basic price of materials supplied will be released on pro-rata basis after receipt of Material Receipt Certificate (MRC) from project site engineer of Owner/ Purchaser, on submission of all final documents for the packages as detailed below, duly certified by Engg. Deptt. of purchaser, and submission of Form E1/ E2 against Form-C, if applicable. List of packages with required final documents is as per Annexure-X. 9.2 SUPPLY PACKAGES WITH PERFORMANCE GUARANTEE / DEMONSTRATION TEST AT SITE IN VENDOR'S SCOPE 9.2.1 Eighty Five percent (85%) of basic price of materials supplied, as per PO / approved billing schedule, along with 100% taxes and duties (as applicable), shall be paid against receipt of material at site on pro-rata basis. 9.2.2 Ten percent (10%) of basic price of materials supplied will be released on pro-rata basis after receipt of Material Receipt Certificate (MRC) from project site engineer of Owner/ Purchaser and submission of Form E1/ E2 against Form-C, if applicable. 9.2.3 Five percent (5%) of the total basic price of materials and PG/ Demonstration test charges shall be released after submission of all final documents as per Technical	9.0 TERMS OF PAYMENT 9.1 SUPPLY PACKAGES Payment of basic price of materials supplied alongwith freight and taxes and duties (as applicable), shall be paid against receipt of material at site on pro-rata basis. 10% of basic price of materials supplied will be retained as security deposit which will be released on pro – rata basis after receipt of Material Receipt Certificate (MRC) from project site engineer of owner/purchaser on submission of all the final documents for the packages as detailed below, duly certified by engineering department of purchaser. List of packages with required final documents is as per Annexure-X. 9.2 Supply packages with performance guarantee/demonstration test at site in vendor's scope Payment of basic price of materials supplied, as per PO/ as per approved billing schedule, along with freight and taxes and duties (as applicable), shall be paid against receipt of material at site on pro-rate basis. 15% of basic price of materials supplied will be retained as security deposit which will be released on pro – rata basis as details below: a) 10% will be released after receipt of Material Receipt Certificate (MRC) from project site engineer of owner/purchaser.

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Specifications and successful completion of the Performance Guarantee (PG)/ Demonstration Test at site. Note: If the Performance Guarantee/ Demonstration Test is not conducted up to 24 months from supply completion for reasons not attributable to the vendor, then last 5% payment will be released against Bank Guarantee of an equivalent amount, valid for 12 months. This bank guarantee will be in addition to Contract Performance Bank Guarantee for 10% of the contract value (excluding taxes, duties and freight). 9.3 SUPPLY PAYMENT FOR TURNKEY PACKAGES (E&C IN VENDOR'S SCOPE) 9.3.1 Eighty Five percent (85%) of basic price of materials supplied, as per approved billing schedule, along with 100% taxes and duties (as applicable), shall be paid against receipt of material at site on pro-rata basis. OR i) Five percent (5%) lump sum payment of total basic price (excluding taxes, duties & freight) against approval of design documents and quality plan as certified by Engineering. Design documents and quality plan shall be as defined in the Technical Specifications. ii) Eighty percent (80%) of basic price of materials supplied, as per approved billing schedule, along with 100% taxes and duties (as applicable), shall be paid against receipt of material at site on pro-rata basis. 9.3.2 Five percent (5%) of basic price of materials supplied along with freight, if applicable, will be released on pro-rata basis after submission of Material Receipt Certificate (MRC) from project site engineer of Owner/ Purchaser and submission of Form E1/ E2 against Form-C, if applicable. Collection of Material Receipt Certificate from Site/ Owner and its submission for claiming the payment shall be the responsibility of the Seller/ Contractor. 9.3.3 Ten percent (10%) of the total basic price shall be released after i) submission of all final documents as per Technical Specifications and ii) successful completion of	b) 5% will be released after submission of final documents as per technical specification and successful completion of the performance guarantee (PG)/ Demonstration test at site. Note: If the Performance Guarantee/ Demonstration Test is not conducted up to 24 months from supply completion for reasons not attributable to the vendor, then 5% security deposit will be released against Bank Guarantee of an equivalent amount, valid for 12 months. This bank guarantee will be in addition to Contract Performance Bank Guarantee for 10% of the contract value (excluding taxes, duties and freight). 9.3 SUPPLY PAYMENT FOR TURNKEY PACKAGES (E&C IN VENDOR'S SCOPE) 9.3.1 Payment of basic price of materials supplied, as per approved billing schedule, along with freight, taxes and duties (as applicable), shall be paid against receipt of material at site on pro-rata basis. 15% of basic price of materials supplied will be retained as security deposit which will be released on pro – rata basis as details below: a) 5% will be released on pro-rata basis after submission of Material Receipt Certificate (MRC) from project site engineer of owner/purchaser. Collection of Material Receipt Certificate from site/owner and its submission for claiming the payment shall be the responsibility of the Seller/Contractor. b) 10% will be released after i) submission of all final documents as per Technical Specifications and ii) successful completion of Performance Guarantee (PG)/ Demonstration Test and handing over of the system/ package, if applicable, as per Order/ Contract
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	Performance Guarantee (PG)/ Demonstration Test and handing over of the system/ package, if applicable, as per Order/ Contract. 9.4 ERECTION & COMMISSIONING PAYMENT FOR TURNKEY PACKAGES 9.4.1 Eighty percent (80%) payment on pro-rata basis for the work completed, as per approved billing schedule, shall be released by Site authorities/ Region on submission of protocols, duly signed by BHEL Site/ Owner. 9.4.2 Ten percent (10%) of the total value shall be released by Site authorities/ Region on successful commissioning of the complete system/ package. 9.4.3 Ten percent (10%) of the total value shall be released by Site authorities/ Region on successful completion of PG/ Demonstration test(s) and handing over system/ package to the Owner, as applicable. 9.5 PG TEST, INSTALLATION CHECK, SUPERVISION OF ERECTION / COMMISSIONING CHARGES 100% payment shall be released after successful completion of the activity, on Site certification. 9.6 Vendors shall submit documents for payment directly to BHEL. Payment will be released within 60 days after receipt of complete documents as per order/ contract (45 days for vendors qualified and registered as Micro or Small as per MSMED Act). To be eligible for payment as Micro and Small category, vendors shall submit annual certification for validation from designated authority under MSMED Act or Chartered Accountant within first quarter of every financial year. . <u>Note:</u> 1) For indigenous suppliers, if the documents are routed through Bank, then all bank charges will be to vendor's account. 2) Foreign bidders can opt for payment (less agency commission, if applicable) through irrevocable and unconfirmed letter of credit. In that case for	9.4 ERECTION & COMMISSIONING PAYMENT FOR TURNKEY PACKAGES 9.4.1 Eighty percent (80%) payment on pro-rata basis for the work completed, as per approved billing schedule, shall be released by Site authorities/ Region on submission of protocols, duly signed by BHEL Site/ Owner. 9.4.2 Ten percent (10%) of the total value shall be released by Site authorities/ Region on successful commissioning of the complete system/ package. 9.4.3 Ten percent (10%) of the total value shall be released by Site authorities/ Region on successful completion of PG/ Demonstration test(s) and handing over system/ package to the Owner, as applicable. 9.5 PG TEST, INSTALLATION CHECK, SUPERVISION OF ERECTION / COMMISSIONING CHARGES 100% payment shall be released after successful completion of the activity, on Site certification. 9.6 Vendors shall submit documents for payment directly to BHEL. Payment will be released within 60 days after receipt of complete documents as per order/ contract (45 days for vendors qualified and registered as Micro or Small as per MSMED Act). <u>Note:</u> 1) Vendors are required to issue Tax Invoice inclusive of PVC value (if applicable) wherever indices are available. 2) For indigenous suppliers, if the documents are routed through Bank,
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	evaluation purpose, prices of foreign bidders will be loaded on account of payment through LC, equal to loading specified against 'Payment through Bank' in Annexure-VIII. No loading will be done if foreign vendors agree for 90 days usance LC or submit the documents on collection basis for payment within 90 days of submission of complete documents. 3) LC opening/ negotiation/ confirmation charges will be to vendor's account. 4) Form C/ E1/E2 are not applicable for foreign bidders. 5) In extreme case of vendors not agreeing to link 10% payment with submission of Form E1/ E2 against Form-C as above, their prices will be loaded as per Annexure-VIII. 6) Any negative PVC, if not adjusted in earlier payments, will be adjusted at the time of MRC payment. 7) Payment terms for mandatory spares shall be as per clause 9.1.	then all bank charges will be to vendor's account. 3) Foreign bidders can opt for payment (less agency commission, if applicable) through irrevocable and unconfirmed letter of credit. In that case for evaluation purpose, prices of foreign bidders will be loaded on account of payment through LC, equal to loading specified against 'Payment through Bank' in Annexure-VIII. No loading will be done if foreign vendors agree for 90 days usance LC or submit the documents on collection basis for payment within 90 days of submission of complete documents. 4) LC opening/ negotiation/ confirmation charges will be to vendor's account. 5) Payment terms for mandatory spares shall be as per clause 9.1. 9.7 The applicable TDS under CGST/SGST/UGST/IGST/ Goods and Services (Compensation to States) Act will be deducted from the payments. 9.8 Other clauses 1. Vendor/Supplier will intimate & upload the Tax invoice along with LR/RR(as applicable) on web portal & intimate BHEL immediately on removal of goods from vendor/supplier works. In case of Services, Vendor is required to upload the Tax invoice on Web Portal immediately after raising the invoice. BHEL will issue the delivery order/instruction to dispatch the material to the customer as indicated in SCC. 2. All payments against Tax Invoice to vendors/contractors shall be released only after:
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		a) Vendor/contractor declaring such invoice in GSTR-1 within the prescribed timeline as per the relevant Act. b) The tax component charged by the vendor in the invoice should be matched with the details uploaded by vendor in GSTR-1. c) Confirmation of payment of GST thereon by vendor on GSTN portal 3. In case, any GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry to timeline prescribed in the relevant Act for availing such ITC, or any other reasons not attributable to BHEL, tax amount shall be recoverable from the vendor/contractor along with interest levied/leviable on BHEL. 4. Wherein GST liability arises on BHEL under reverse charge, any interest levied/leviable due to any reasons not attributable to BHEL shall be recovered from the vendor/contractor.
Clause 9	9.7 DOCUMENTS TO BE SUBMITTED BY VENDOR 9.7.1 For Recognition of Dispatch Copy of the following documents by e-mail/ fax immediately on despatch: a. Invoice b. LR along with Delivery Order c. Packing List d. Insurance Intimation e. Dispatch Clearance 9.7.2 For Claiming Payments (under clause 9.1.1, 9.2.1, 9.3.1): a. Invoice – original+1 copy b. Receipted LR (signed & stamped)/ confirmation from site regarding receipt of packages/ Boxes original/ copy	9.7 All same a. to be replaced with “GST compliant invoice” in 9.7.1, 9.7.2, 9.7.3 Modification in the clause Duty drawback documents “As per applicable law” (original+1 copy.)

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	c. Delivery order- 2 copies d. Packing List - clearly showing number of packages, gross weight and net weight. - original+1 copy e. MDCC from BHEL/ Customer – as per SCC – 2 copies f. Guarantee Certificate – Original + 1 copy g. Insurance Intimation - 2 copies CQIR / Inspection Reports – Original+1 copy i. PVC Calculation and copy of all applicable indices, if PVC applicable. – 2 copies j. Duty drawback documents (original excise invoice, original disclaimer certificate, original certificate from excise authority for payment of excise duty), if applicable. – original + 1copy 9.7.3 For Claiming Freight Payment a. Invoice – Original + 1 copy b. Receipted LR (signed & stamped)/ confirmation from site regarding receipt of packages/ Boxes original/ copy c. Transporter’s document indicating the freight amount. Original money receipt to be submitted if required as per SCC. 9.7.4 For Claiming MRC Payment a. Invoice – Original + 1 copy b. Copy of MRC 9.7.5 For Claiming Payment for Services involving Service Tax a. Invoice as per rule 4A of Service Tax Act – Original + 1 copy b. Copy of Service Tax registration certificate c. Copy of challan for Service Tax payment	
Clause 3.0 Instruction to bidders	Total erection & commissioning charges including service tax should be minimum 20% (or as specified in NIT) of the total quoted package price (excluding mandatory spares but including all taxes and freight), failing which the break-up of prices shall be adjusted accordingly for ordering.	Total erection & commissioning charges including applicable tax but excluding freight along with GST should be minimum 20% (or as specified in NIT) of the total quoted package price (excluding mandatory spares but including all taxes and freight), failing which the break-up of prices shall be adjusted accordingly for ordering.

GST related Corrigendum to GCC Rev 06

Clause 16.0 Instruction to bidder	For deviations w.r.t. Payment terms, Liquidated damages, Firm prices and submission of E1/ E2 forms before claiming 10% payment, if a bidder chooses not to give any cost of withdrawal of deviation loading as per Annexure-VIII will apply.	For deviations w.r.t. Payment terms, Liquidated damages, Firm prices before claiming 10% payment, if a bidder chooses not to give any cost of withdrawal of deviation loading as per Annexure-VIII will apply.
Clause 16.0 of GCTC	Purchaser reserves the right to recover from the Seller/ Contractor, as agreed liquidated damages and not by way of penalty, a sum equivalent to half ($\frac{1}{2}$) percent of the total contract price per week or part thereof, subject to a maximum of ten (10) percent of the total contract price excluding elements of taxes, duties and freight, if the Seller/ Contractor fails to deliver any part of the ordered stores within the period stipulated in the Order/ Contract. For Turnkey packages (Supply and E&C in vendor's scope), Liquidated Damages shall be levied on the total contract value of both Supply and E&C orders (excluding taxes, duties and freight) if E&C completion of the package is delayed beyond the contractual completion date or extension thereof. Liquidated Damages will not be withheld from supply payment. LR/ GR/ RR date for indigenous supplies and AWB/ BL date for FOB contracts shall be treated as the date of dispatch for levying LD as per Clause 16. However, for indigenous supply if receipted LR date is beyond three months from the date of LR, such excess period shall also be considered for LD purpose. 2. In case of any amendment/ revision, LD shall be linked to the amended/ revised contract value and delivery date(s)	Purchaser reserves the right to recover from the Seller/ Contractor, as agreed liquidated damages and not by way of penalty, a sum equivalent to half ($\frac{1}{2}$) percent plus applicable GST of the total contract price per week or part thereof, subject to a maximum of ten (10) percent of the total contract price excluding elements of taxes, duties and freight, if the Seller/ Contractor fails to deliver any part of the ordered stores within the period stipulated in the Order/ Contract. For Turnkey packages (Supply and E&C in vendor's scope), Liquidated Damages shall be levied on the total contract value of both Supply and E&C orders (excluding taxes, duties and freight) if E&C completion of the package is delayed beyond the contractual completion date or extension thereof. Liquidated Damages will not be withheld from supply payment. LR/ GR/ RR/ eway bill date for indigenous supplies and AWB/ BL date for C&F contracts shall be treated as the date of dispatch for levying LD as per Clause 16. However, for indigenous supply if receipted LR/eway bill date is beyond three months from the date of LR/e-way bill, such excess period shall also be considered for LD purpose. 2. In case of any amendment/ revision, LD shall be linked to the amended/ revised contract value and delivery date(s)

GST related Corrigendum to GCC Rev 06

Deviation sheet- Cost of Withdrawal	Point no-9 For deviations w.r.t. Payment terms, Liquidated damages, Firm prices and submission of E1/ E2 forms before claiming 10% payment, if a bidder chooses not to give any cost of withdrawal of deviation loading as per Annexure-VIII of GCC, Rev-06 will apply. For any other deviation mentioned in un-priced copy of this format submitted with Part-I bid but not mentioned in priced copy of this format submitted with Priced bid, the cost of withdrawal of deviation shall be taken as NIL.	For deviations w.r.t. Payment terms, Liquidated damages, Firm prices before claiming 10% payment, if a bidder chooses not to give any cost of withdrawal of deviation loading as per Annexure-VIII of GCC, Rev-06 will apply. For any other deviation mentioned in un-priced copy of this format submitted with Part-I bid but not mentioned in priced copy of this format submitted with Priced bid, the cost of withdrawal of deviation shall be taken as NIL.
Annexure-VI		Deleted
Annexure-VIII		Following changes in annexure-8, (remaining portion of annex-8 is same): C) LIQUIDATED DAMAGES If maximum limit asked for is 10% or 5% of Undelivered Portion – 10% value of the total quoted price including GST & freight. If maximum limit asked is less than 10 % of contract value loading shall be to the extent to which not agreed by bidder (at offered value) . E) DEVIATION TO SUBMISSION OF FORM E1/ E2 BEFORE CLAIMING 10% PAYMENT 10% of Ex-Works supply value.
New clauses:		
a) In case of discrepancy in CGST/SGST/UTGST/IGST rate corresponding to HSN ;code and quotes rates, the evaluation shall be done on quoted price and correct CGST/SGST/UTGST/IGST rate shall be considered for ordering (limited to quoted FOR Site Price) b) The bidder should have been registered with the appropriate authority under relevant GST laws. c) The bidder to specify in their offer (part 1 bid) the category of registration under GST i.e. registered dealer and composite dealer d) No CGST/SGST/UTGST/IGST will be reimbursed to composite dealer. In the event of any GST quoted by composite dealer, the same shall be considered for evaluation purpose. However, the ordering will be done without considering the tax. e) In the event of any change in the status of vendor from composite to regular dealer after the submission of the bid but before the supply, no reimbursement of CGST/SGST/UTGST/IGST will be made. However, the vendor has to raise the invoice strictly, as per the law, by adjusting their ex-works price.		

BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of the Bharat Heavy Electricals Limited ¹ (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 _____ through its Unit at.....(name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) having its registered office at _____ ² hereinafter referred to as the 'Contractor/Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated³ valued at Rs.....⁴ (Rupees -----)/FC.....(in words.....) for⁵ (hereinafter called the 'Contract') and the Contractor having agreed to provide a Contract Performance Guarantee, equivalent to% (.... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

we,, (hereinafter referred to as the Bank), having registered/Head office at and inter alia a branch at being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer a maximum amount Rs ----- (Rupees -----) without any demur, immediately on a demand from the Employer, .

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 Contractor/ Supplier in any suit or proceeding pending before any Court or Tribunal relating thereto 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 contractors/supplier shall have no claim against us for making such payment.

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

We BANK further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said 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 Contractor/Supplier and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor/Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said 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 Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

This Guarantee shall remain in force upto and including.....⁶ 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 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 the⁷we shall be discharged from all liabilities under this guarantee thereafter.

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

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....⁸
- b) This Guarantee shall be valid up to⁹
- c) Unless the Bank is served a written claim or demand on or before¹⁰ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

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

For and on behalf of
(Name of the Bank)

Dated.....

Place of Issue.....

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

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

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ PROJECT/SUPPLY DETAILS

⁵ BG AMOUNT IN FIGURES AND WORDS

⁶ VALIDITY DATE

⁷ DATE OF EXPIRY OF CLAIM PERIOD

⁸ BG AMOUNT IN FIGURES AND WORDS.

⁹ VALIDITY DATE

¹⁰ DATE OF EXPIRY OF CLAIM PERIOD

Note:

1. Units are advised that expiry of claim period may be kept 2/3 months after validity date.
2. In Case of Bank Guarantees submitted by Foreign Vendors-
 - a. **From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
 - b. **From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)**
 - b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank (BHEL's Consortium Bank). 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). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.
 - b.4 The BG should clearly specify that the demand or other document can be presented in electronic form.

ANNEXURE-C

BRIEF PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS

1. 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 herein:
2. The party desirous of resorting to Conciliation shall send an invitation/notice in writing to the other party to conciliate specifying all points of Disputes with details of the amount claimed. The party concerned shall not raise any new issue thereafter. Parties shall also not claim any interest on claims/counter-claims from the date of notice invoking Conciliation till the conclusion of the Conciliation proceedings.
3. The party receiving the invitation/notice for Conciliation shall within 30 days of receipt of the notice of Conciliation intimate its consent for Conciliation along with its counter-claims, if any.
4. The Conciliation in a matter involving claim or counter-claim (whichever is higher) up to Rs 5 crores shall be carried out by sole Conciliator nominated by BHEL while in a matter involving claim or counter-claim (whichever is higher) of more than Rs 5 crores Conciliation shall be carried out by 3 Conciliators nominated by BHEL.
5. The Parties shall be represented by only their duly authorized in-house executives/officers and neither Party shall be represented by a Lawyer.
6. The first meeting of the IEC shall be convened by the IEC by sending appropriate communication/notice to both the parties as soon as possible but not later than 30 days from the date of his/their appointment. The hearings in the Conciliation proceeding shall ordinarily be concluded within two (2) months and, in exceptional cases where parties have expressed willingness to settle the matter or there exists possibility of settlement in the matter, the proceedings may be extended by the IEC by a maximum of further 2 months with the consent of the Parties subject to cogent reasons being recorded in writing.
7. The IEC shall thereafter formulate recommendations for settlement of the Disputes supported by reasons at the earliest but in any case within

15 days from the date of conclusion of the last hearing. The recommendations so formulated along with the reasons shall be furnished by the IEC to both the Parties at the earliest but in any case within 1 month from the date of conclusion of the last hearing.

8. Response/modifications/suggestions of the Parties on the recommendations of the IEC are to be submitted to the IEC within time limit stipulated by the IEC but not more than 15 days from the date of receipt of the recommendations from the IEC.
9. In the event, upon consideration, further review of the recommendations is considered necessary, whether by BHEL or by the other Party, then, the matter can be remitted back to the IEC with request to reconsider the same in light of the issues projected by either/both the Parties and to submit its recommendations thereon within the following 15 days from the date of remitting of the case by either of the Parties.
10. Upon the recommendations by the Parties, with or without modifications, as considered necessary, the IEC shall be called upon to draw up the Draft Settlement Agreement in terms of the recommendations.
11. When a consensus can be arrived at between the parties only in regard to any one or some of the issues referred for Conciliation the draft Settlement Agreement shall be accordingly formulated in regard to the said Issue(s), and the said Settlement Agreement, if signed, by the parties, shall be valid only for the said issues. As regards the balance issues not settled, the parties may seek to resolve them further as per terms and conditions provided in the contract.
12. In case no settlement can be reached between the parties, the IEC shall by a written declaration, pronounce that the Conciliation between the parties has failed and is accordingly terminated.
13. Unless the Conciliation proceedings are terminated in terms of para 22 (b), (c) & (d) herein below, the IEC shall forward his/its recommendations as to possible terms of settlement within one (1) month from the date of last hearing. The date of first hearing of Conciliation shall be the starting date for calculating the period of 2 months.

14. In case of 3 members IEC, 2 members of IEC present will constitute a valid quorum for IEC and meeting can take place to proceed in the matter after seeking consent from the member who is not available. If necessary, videoconferencing may be arranged for facilitating participation of the members. However, the IEC recommendations will be signed by all members. Where there is more than one (1) Conciliator, as a general rule they shall act jointly. In the event of differences between the Members of IEC, the decision/recommendations of the majority of the Members of IEC shall prevail and be construed as the recommendation of the IEC.
15. The Draft Settlement Agreement prepared by the IEC in terms of the consensus arrived at during the Conciliation proceedings between the Parties shall be given by the IEC to both the parties for putting up for approval of their respective Competent Authority.
16. Before submitting the draft settlement agreement to BHEL's Competent Authority viz. the Board Level Committee on Alternative Dispute Resolution (BLCADR) for approval, concurrence of the other party's Competent Authority to the draft settlement agreement shall be obtained by the other party and informed to BHEL within 15 days of receipt of the final draft settlement agreement by it. Upon approval by the Competent Authority, the Settlement Agreement would thereafter be signed by the authorized representatives of both the Parties and authenticated by the members of the IEC.
17. In case the Draft Settlement Agreement is rejected by the Competent Authority of BHEL or the other Party, the Conciliation proceedings would stand terminated.
18. A Settlement Agreement shall contain a statement to the effect that each of the person(s) signing thereto (i) is fully authorized by the respective Party(ies) he/she represents, (ii) has fully understood the contents of the same and (iii) is signing on the same out of complete freewill and consent, without any pressure, undue influence.
19. The Settlement Agreement shall thereafter have the same legal status and effect as an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal passed under section 30 of the Arbitration and Conciliation Act, 1996.
20. Acceptance of the Draft Settlement Agreement/recommendations of the Conciliator and/or signing of the Settlement Agreement by BHEL shall

however, be subject to withdrawal/closure of any arbitral and/or judicial proceedings initiated by the concerned Party in regard to such settled issues.

21. Unless otherwise provided for in the agreement, contract or the Memorandum of Understanding, as the case may be, in the event of likelihood of prolonged absence of the Conciliator or any member of IEC, for any reason/incapacity, the Competent Authority/Head of Unit/Division/Region/Business Group of BHEL may substitute the Conciliator or such member at any stage of the proceedings. Upon appointment of the substitute Conciliator(s), such reconstituted IEC may, with the consent of the Parties, proceed with further Conciliation into the matter either de-novo or from the stage already reached by the previous IEC before the substitution.
22. The proceedings of Conciliation under this Scheme may be terminated as follows:
- On the date of signing of the Settlement agreement by the Parties; or,
 - By a written declaration of the IEC, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of the declaration; or,
 - By a written declaration of the Parties addressed to the IEC to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,
 - By a written declaration of a Party to the other Party and the IEC, if appointed, to the effect that the Conciliation proceedings are terminated, on the date of the declaration.
 - On rejection of the Draft Settlement Agreement by the Competent Authority of BHEL or the other Party.
23. The Conciliator(s) shall be entitled to following fees and facilities:

Sl No	Particulars	Amount
1	Sitting fees	Each Member shall be paid a Lump Sum fee of Rs 75,000/- for the whole case payable in terms of paragraph No. 27 herein below.
2	Towards drafting of settlement agreement	In cases involving claim and/or counter-claim of up to Rs 5crores. Rs 50,000/- (Sole Conciliator)

Sl No	Particulars	Amount
		In cases involving claim and/or counter-claim of exceeding Rs 5 crores but less than Rs 10 crores. Rs 75,000 (per Conciliator) In cases involving claim and/or counter-claim of more than Rs 10 crores. Rs 1,00,000/- (per Conciliator) Note: The aforesaid fees for the drafting of the Settlement Agreement shall be paid on Signing of the Settlement Agreement after approval of the Competent Authority or Rejection of the proposed Settlement Agreement by the Competent Authority of BHEL.
3	Secretarial expenses	Rs 10,000/- (one time) for the whole case for Conciliation by a Sole Member IEC. Where Conciliation is by multi member Conciliators –Rs 30,000/- (one time)- to be paid to the IEC
4	Travel and transportation and stay at outstation i) Retired Senior Officials of other Public Sector Undertakings (pay scale wise equivalent to or more than E-8 level of BHEL)	As per entitlement of the equivalent officer (pay scale wise) in BHEL.
	Others	As per the extant entitlement of whole time Functional Directors in BHEL.

Sl No	Particulars	Amount
		Ordinarily, the IEC Member(s) would be entitled to travel by air Economy Class.
5	Venue for meeting	Unless otherwise agreed in the agreement, contract or the Memorandum of Understanding, as the case may be, the venue/seat of proceedings shall be the location of the concerned Unit / Division / Region / Business Group of BHEL. Without prejudice to the seat/venue of the Conciliation being at the location of concerned BHEL Unit / Division / Region / Business Group, the IEC after consulting the Parties may decide to hold the proceedings at any other place/venue to facilitate the proceedings. Unless, Parties agree to conduct Conciliation at BHEL premises, the venue is to be arranged by either Party alternately.

24. The parties will bear their own costs including cost of presenting their cases/evidence/witness(es)/expert(s) on their behalf. The parties agree to rely upon documentary evidence in support of their claims and not to bring any oral evidence in IEC proceedings.
25. If any witness(es) or expert(s) is/are, with the consent of the parties, called upon to appear at the instance of the IEC in connection with the matter, then, the costs towards such witness(es)/expert(s) shall be determined by the IEC with the consent of the Parties and the cost so determined shall be borne equally by the Parties.
26. The other expenditures/costs in connection with the Conciliation proceedings as well as the IEC's fees and expenses shall be shared by the Parties equally.
27. Out of the lump sum fees of Rs 75,000/- for Sitting Fees, 50% shall be payable after the first meeting of the IEC and the remaining 50% of the Sitting Fees shall be payable only after termination of the conciliation proceedings in terms of para 22 hereinabove.

28. The travelling, transportation and stay at outstation shall be arranged by concerned Unit as per entitlements as per Serial No. 3 of the Table at para 23 above, and in case such arrangements are not made by the BHEL Unit, the same shall be reimbursed to the IEC on actuals limited to their entitlement as per Serial No. 4 of the Table at Para 23 above against supporting documents. The IEC Member(s) shall submit necessary invoice for claiming the fees/reimbursements.
29. The Parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of its implementation and enforcement or as required by or under a law or as per directions of a Court/Governmental authority/regulatory body, as the case may be.
30. The Parties shall not rely upon or introduce as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the Disputes that is the subject of the Conciliation proceedings:
- a. Views expressed or suggestions made by the other party in respect of a possible settlement of the Disputes;
 - b. admissions made by the other party in the course of the Conciliator proceedings;
 - c. proposals made by the Conciliator;
 - d. The fact that the other Party had indicated his willingness to accept a proposal for settlement made by the Conciliator.
31. The Parties shall not present the Conciliator(s) as witness in any Alternative Dispute Resolution or Judicial proceedings in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
32. None of the Conciliators shall act as an arbitrator or as a representative or counsel of a Party in any arbitral or judicial proceeding in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
33. The Parties shall not initiate, during the Conciliation proceedings, any arbitral or judicial proceedings in respect of a Disputes that is the subject matter of the Conciliation proceedings except that a Party may initiate arbitral or judicial proceedings where, in his opinion, such proceedings are necessary for preserving his rights including for preventing expiry of period of limitation. Unless terminated as per the provisions of this Scheme, the Conciliation proceedings shall continue

notwithstanding the commencement of the arbitral or judicial proceedings and the arbitral or judicial proceedings shall be primarily for the purpose of preserving rights including preventing expiry of period of limitation.

34. The official language of Conciliation proceedings under this Scheme shall be English unless the Parties agree to some other language.

**FORMAT FOR SEEKING CONSENT FOR REFERRING THE DISPUTES TO
CONCILIATION THROUGH IEC**

To,

M/s. (Stakeholder's name)

Sub: Resolution of the Disputes through conciliation by Independent Expert Committee (IEC).

Ref: Contract No/MoU/Agreement/LOI/LOA& date _____.

Sir,

With reference to above referred Contract/MoU/Agreement/LOI/LOA, you have raised certain Disputes/claims. Vide your letter dated_____ you have requested BHEL to refer the Disputes/claims to IEC for Conciliation.

We are enclosing herewith Format (3) for giving consent and the terms and conditions of BHEL Conciliation Scheme, 2018 governing conciliation through IEC. You are requested to give your unconditional consent to the said terms and conditions of the Scheme by returning the same duly sealed and signed on each page. On receipt of your consent, matter will be put to the Competent Authority for consideration and decision.

Please note that BHEL has also certain claims against you (if applicable). BHEL reserves its right to agree or not to agree conciliation of the said disputes through BHEL and this letter is being issued without prejudice to BHEL's rights and contentions available under the contract and law.

Yours faithfully,

Representative of BHEL

**FORMAT FOR GIVING CONSENT BY
CONTRACTOR/VENDOR/CUSTOMER/COLLABORATOR/CONSORTIUM PARTNERS FOR REFERRING THE DISPUTES TO CONCILIATION
THROUGH IEC**

To,

BHEL

.....

Sub: Resolution of Disputes through Conciliation by Independent Expert Committee (IEC).

Ref: Contract/MoU/Agreement/LOI/LOA No & date ____

With reference to above referred contract, our following bills/invoices/claims submitted to BHEL are still unpaid giving rise to Disputes:

SL. no.	Claim Description	Bill submitted to BHEL (no. and date)	Amount of the bill/claim	Amount received from BHEL	Outstanding Amount

Accordingly we request you to kindly refer the Disputes in respect of above claims to IEC for Conciliation.

We hereby agree and give our unconditional consent to the terms and conditions of BHEL Conciliation Scheme, 2018 governing conciliation through IEC. We have signed the same on each page and enclosed it for your consideration.

Yours faithfully,

(Signature with stamp)

Authorized Representative of Contractor

Name, with designation

Date

**STATEMENT OF CLAIMS/COUNTER CLAIMS TO BE SUBMITTED TO
THE IEC BY BOTH THE PARTIES**

1. Chronology of the Disputes
2. Brief of the Contract/MoU/Agreement/LOI/LOA
3. Brief history of the Disputes:
4. Issues:
5. Details of Claim(s)/Counter Claim(s):

Sl. No.	Description of claim(s)/Counter Claim	Amount (in INR)Or currency applicable in the contract	Relevant contract clause

6. Basis/Ground of claim(s)/counter claim(s) (along with relevant clause of contract)

Note– *The Statement of Claims/Counter Claims may ideally be restricted to maximum limit of 20 pages. Relevant documents may be compiled and submitted along with the statement of Claims/Counter Claims. The statement of Claims/Counter Claims is to be submitted to all IEC members and to the other party by post as well as by email.*