

# **Bharat Heavy Electricals Limited**

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भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(A Government of India Undertaking) ELECTRONICS DIVISION P. B. No 2606, Mysuru Road, Bengaluru - 560 026 An ISO 9001, ISO 14001, OHSAS 18001 & ISO/IEC 27001:2005 Company

The Quotations are invited under two part bid system for Design, Engineering, Supply, Installation and Commissioning of CCTV system for GIPCL 75MW, GSFC 10 MW and GACL 20 MW Solar PV power plants at Gujarat Solar Park on EPC basis through e-procurement route.

RFQ NO and date	TGPBOS0018 dated 07.09.2018 (e-tender)
RFQ due date & time	18.09.2018 up to 13.00 hrs (IST)
Date, Time & Venue of Part-I Bid	18.09.2018 after 13.30 hrs (IST) E-tender
Opening	Website - https://bhel.abcprocure.com
Date, Time & Venue of Price Bid	Will be intimated later for technically accepted
opening	vendors
Address for Communication &	Mr. T.G.Pragadeesh (09742576787)/
Contact Person in BHEL	Mr. G Ponnugurupackiam (09449869617),
	SC&PV MM Department,
	BHEL Electronics Division,
	PB NO 2606, Mysuru road,
	Bengaluru-560 026. INDIA
	Email: pragadeeshtg@bhel.in
	ponnuguru@bhel.in
	Telephone number: +91 80 26998377,
	+91 80 26998669.

Pre-qualification criteria for CCTV system is as below:

1.0 Financial Criteria :

a) Bidder should have average annual turnover of INR 45,00,000/- during last 3 (three) years. Audited balance sheet and profit & loss account for the last 3 years(ending 31st March of previous financial year)shall be submitted in support of above.

2.0 Technical Criteria :

a) OEM or the System Integrator (participating on behalf of camera OEM) can participate in this tender.

In case of an OEM, Certificate of incorporation from the registrar of companies/ partnership deed/ proprietorship documents etc. as applicable shall be submitted.

If bidder is quoting on behalf of OEM, then bidder shall furnish an authorization letter from the OEM stating that the bidder is authorized to bid for CCTV and execute contracts for supply, erection, supervision, commissioning and providing after sales service support to CCTV. This authorization letter provided by OEM to Bidder shall indicate the type and duration of validity of the agreement.

OEM based outside India, who are making offer for this tender shall have authorized representatives in India for support related to supply, erection, supervision, commissioning and providing after sales service support for CCTV. Documentary evidence (OEM authorization letter) shall be furnished for the same.

OEM shall furnish an undertaking that in case of change in Indian representative / agent, OEM shall continue to support supplies w.r.t to field service and supply of spare parts.

b) Bidder should have experience of supplying and executing with satisfactory performance at least one number of CCTV system package for Industrial application like Solar PV Plant Or coal / Oil/ Gas Thermal Power Plants or Process Plants (In sector of Steel/Aluminum/Fertilizers/Oil & Gas/Refinery & Petrochemicals, etc.) during last 3 years, ending on last date of techno-commercial bid opening. In support of above, bidder shall submit-

i. Purchase order copies

ii. Certificate of satisfactory operation of CCTV system from client

iii. Commissioning/handing-over protocol / MOM signed by user/owner of the project

All PQR criteria mentioned above are to be met by bidder in order to qualify for being considered for evaluation of their technical offer. Hence bidder must submit all document as mentioned above failing which bidder's offer is liable for outright rejection.



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# Technical specification For Design, Engineering, Supply, Installation and Commissioning of CCTV system for GIPCL 75MW, GSFC 10 MW and GACL 20 MW Solar PV power plants at Gujarat Solar Park on EPC basis

Revision details :R 00	Prepared	Approved	Date
	VCP/LNK	SA/CMH/VKY	30/08/2018

REV NO: 00

# I. INTRODUCTION:

This technical specification provides BHEL's requirement for Design, Engineering, Supply, Installation and Commissioning of CCTV system for GIPCL 75MW, GSFC 10 MW and GACL 20 MW Solar photovoltaic (SPV) projects at Gujarat Solar Park, Charanka on EPC basis.

# 1. GENERAL INSTRUCTIONS:

- a. Vendor is advised to visit site to familiarize with conditions and site layout.
- b. Bidders are advised to comply to specifications in total, unless the requirement is not feasible. Incomplete offers will be rejected without intimating to bidders. In case feasible deviations are proposed by the bidder and subsequently withdrawn, no commercial implications can be claimed by the bidder.
- c. Bidders to quote models and brands with proven track record of testing and successful operation.
- d. In the event of any conflict between these specifications, data sheets, related standards, codes etc. the bidder shall refer the matter to the purchaser for clarifications and only after obtaining the same shall proceed with the manufacture of the items in question.
- e. CCTV System is meant for gathering video information from the various areas of the powerplant with display and recording facilities as per requirement. It is the responsibility of the bidder to select proper models, which meet the technical requirements mentioned in this specification. If there is any deviation then it shall be brought to Purchaser's attention & written approval shall be taken.
- f. Vendor has to enclose the deviation sheet clause wise separately in case any deviations are sought by the vendor. Absence of any deviation sheet shall be taken as compliance of BHEL specification in total without any deviation.
- g. Bidder shall quote on EPC basis and through BOD provided the requirement for total plant shall be complied by Bidder for items like cable, Junction Box, OFC, accessories etc.

# 2. SCOPE:

The scope of this tender includes Design, engineering, supply, transport, store, install, cabling and commissioning of complete CCTV system at GIPCL 75MW, GSFC 10 MW and GACL 20 MW SPV power plants as per the technical specification. The vendor shall provide IP Based CCTV Camera for the Monitoring of Control Room, Inverter Rooms, Entry & Exit Gates, Switchyards complete in all respect including necessary Camera, Network Video Recorder (NVR), Network Switch, cables, Active & Passive Components, mounting structure, Software, minimum 32" LED monitor etc. Vendor has to design the CCTV system considering the locations, distance and relevant standards applicable. OFC and auxiliary power cable of CCTV system shall be laid in underground trenches through HDPE pipe as per standard practice. The tentative layout of the Solar PV power plants are attached as Annexure-1 (GSFC 10 MW), Annexure-2 (GIPCL 75 MW) and Annexure-3 (GACL 20 MW).

# 3. STANDARDS AND REFERENCES:

The equipment furnished under this section shall meet the requirements of all the applicable international codes and standards or their latest amendments. Camera certification shall be CE/FCC/UL or equivalent.



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# II. Technical Specification:

# a. Camera Specification (Outdoor Bullet Type):

1/3" CMOS HD sensor, Out Door Bullet H.264 Compression, 2 mega Pixels CMOS, 3DNR, The highest resolution can be up to 1920 × 1080 Low Lux, DWDR, Support Voice talk, 1CH Audio in/1CH Audio Out, Mobile P2P Viewing, Support Protocol: TCP, UDP, IP, HTTP, FTP, SMTP, DHCP, DNS, ARP, ICMP, POP3, NTP and RTSP, Support ONVIF 2.0, Lens : 2.8-12mm Megapixel lens (4-9mm lens optional), IR Distance: 20-30m, POE (802.3af). Support ROI function, Built-in Micro SD/SDHC/SDXC card slot, Ingress Protection level: IP66, Video Bit Rate 32 Kbps –8 Mbps, Audio Compression G.711/G.722.1/G.726/MP2L2,Dual Stream, BLC, ROI STANDARD: ONVIF, PSIA, CGI, ISAPI, Operating Conditions -30°C to 60°C (-22°F to 140°F).

# b. Camera Specification (Indoor Dome Type):

1/3" CMOS HD sensor, Indoor Dome fix Lens H.264 Compression, 1.3 mega Pixels CMOS, 3DNR, The highest resolution can be up to 1280×960, Shutter Speed: 1/3 s to 1/100,000s, Min. Illumination:0.01Lux @ (F1.2, AGC ON) ,0 Lux with IR 0.028 Lux @ (F2.0, AGC ON) ,0 Lux with IR, Video Bit Rate 32 Kbps – 8 Mbps, Support Protocol: TCP, UDP, IP, HTTP, FTP, SMTP, DHCP, DNS, ARP, ICMP, POP3, NTP and RTSP, Support ONVIF 2.0, Lens : 3.6mm 1.3Mega Pixel Lens SD, 3DNR, D-WDR, Motion Detection, Privacy Mask, 24pcs LED, 20m IR distance, POE(802.3af), Support Dual stream, Impact protection:IK10, operating condition, Support ROI, BLC, Standard : ONVIF, PSIA, CGI, ISAPI, Image Settings: Rotate mode, Saturation, Brightness, Contrast adjustable by client software or web browser, H.264 Type: Baseline Profile / Main Profile.

# c. Camera Specification (Outdoor PTZ Type):

HD PTZ, PoE type, 2 Megapixel, with illuminated IR range of 150 metres, IP-66 outdoor type with 360 degree view. Camera shall be suitable for operating temperature up to 60 deg Celsius ambient.

# d. Technical Requirement:

- The monitoring of cameras shall be done at Main Control room. The required no. of hardware/ software licenses to meet the requirements shall be supplied by the bidder.
- All the designing of hardware / software required for the CCTV system along with erection& supervision and commissioning of the same shall also be in the scope of bidder. Layout location, architecture and configuration scheme will be prepared and submitted by bidder in the event of order placement. It is the responsibility of bidder to provide a new system and supply suitable hardware/software & accessories.

All video and control signals from cameras shall be connected to control room via Cat-6 Cable for distances up to 90m and FO Cables for distances more than 90m. All unarmoured and FO cables shall be routed through flexible conduits. Weather proof JB shall be provided for housing network equipment for connecting outdoor cameras with Control room/Inverter room rack.



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# e. Power supply:

- BHEL will supply one (1) Nos. of 230V, 1-φ AC, 50Hz of 500 VA capacity UPS power supply at locations of Control rooms (Vendor may indicate if additional load is required). Further distribution of power through 3cx1.5 sq.mm copper armoured cable to equipment inside Junction box/rack and to cameras installed in the field shall also be in the scope of bidder.
- Power/Voltage conversion equipment if required shall be in scope of bidder. Further distribution of power within equipment inside Junction box/ rack and to camera shall also be in the scope of bidder.
- f. GI 50mm, mounting poles 5m above ground with minimum IP-65 junction box for outdoor cameras
  - 1. Outdoor Cameras to be installed in any particular location shall be mounted on rigid vibration proof CCTV Pole protected against corrosion. The height shall be 5m above ground level. Mounting locations shall be easily accessible for servicing purposes. They shall be fitted with climbing and relevant safety facility.
  - 2. Local junction boxes for cameras shall be of weather-proof, of minimum protection Class IP-65. Junction Boxes shall be suitable for accommodating Network Equipment, LIU & Power Distribution Equipment.
  - 3. 5-metres camera Pole with Required Foundation Bolt/Frame shall be supplied. Civil foundation works is in vendor's scope.
  - 4. Camera structures shall have hoisting facility, fixing facilities for cables along the whole structure and for the cameras to be installed with ample space for servicing purposes.

# g. Min 32-inch LED industrial monitor

- 1. One LED colour monitor (min 32 inch diagonally) will be installed in Control room Building. Industrial grade monitor shall only be supplied.
- The monitors shall be versatile and aesthetic units. It shall also be S-VHS/composite video compatible and shall have built in audio. Monitors are to be operable at 230V AC, 50 Hz (Power supply shall be arranged by supplier from CCTV Rack).
- 3. They shall comply to the following specifications:
  - i. General Automatic degaussing, fast warm up time Display tube, integral implosion protection.
  - ii. Resolution: 1920 x1080. Minimum Controls Colour system select, volume, colour, brightness, contrast, power, video input select and Y/C termination.

# h. Approved Vendor List:

- i. CCTV Camera and Monitoring system: **Sony/ Honeywell/ Milestone** (Other makes are subject to approval by BHEL/ End User).
- ii. Armoured FO Cable: Finolex / D-Link / HFCL / Birla / R&M India / Aksh

For all other items, whose make are not mentioned in technical specification, the offered make shall be reputed make. Before procurement Vendor shall take approval from BHEL/End User.



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# III. Bill of Material:

# Table-1 Scope of Supply for GSFC 10 MW

Supply Scope	Qty	Unit	Quoted/Not Quoted
1) Outdoor Bullet Camera	2	No's	
2) Indoor Dome camera	3	No's	
3) Outdoor PTZ Camera	1	No's	
4) GI 50mm, Mounting poles 5m above ground with minimum IP-65 junction box	1	Lot	
5) Media converter, Industrial grade as per requirement	1	Lot	
6)Network Switch as per requirement (I/P supply 230 VAC)	1	Lot	
7) Server (Min 4 GB DDR3L 1600 MHz Intel core i5-6500, 7200 RPM SATA HDD ) with 30- days storage capacity along with software and license for all cameras and clients .	1	No	
8) Min 32 -inch LED industrial monitor, Full HD	1	No	
9) OFC cable as per requirement.	1	Lot	
10) cat-6 cable as per requirement	1	Lot	
11) Power Cable for 230 VAC distribution as per requirement	1	Lot	
12) Passive fibre optic components & termination kit consisting of fibre panel, information outlet, cabinets, face plates, SC coupler, Fibre optic drawer with pig-tail, UTP cat-6 patch cords, various connectors, cable ties, multi-stranded copper wire for equipment ground as per requirement	1	Lot	
13) HDPE conduit with couplers and other accessories for OFC cable routing	1	Lot	
14) Any other supply items not covered above and required for completion of the CCTV system	1	Lot	
Mandatory Spares: Bullet Camera - 1 No	1	Lot	(Type and Model no
Dome Camera – 1 No			shall be same as
Network Switch -1 No (each type) Patch Card (cat-6 Cable) – 2 No's			main items offered)
I&C SCOPE			
Installation & commissioning of complete CCTV system	1	AU	



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Table-2 Scope of Supply for	GACL 20 MW
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Supply Scope	Qty	Unit	Quoted/Not Quoted
1) Outdoor Bullet Camera	2	No's	
2) Indoor Dome camera	6	No's	
3) Outdoor PTZ Camera	1	No's	
4) GI 50mm, Mounting poles 5m above ground with minimum IP-65 junction box	1	Lot	
5) Media converter, Industrial grade as per requirement	1	Lot	
6)Network Switch as per requirement (I/P supply 230 VAC)	1	Lot	
7) Server (Min 4 GB DDR3L 1600 MHz Intel core i5-6500, 7200 RPM SATA HDD ) with 30- days storage capacity along with software and license for all cameras and clients.	1	No	
8) Min 32 -inch LED industrial monitor, Full HD	1	No	
9) OFC cable as per requirement.	1	Lot	
10) cat-6 cable as per requirement	1	Lot	
11) Power Cable for 230 VAC distribution as per requirement	1	Lot	
12) Passive fibre optic components & termination kit consisting of fibre panel, information outlet, cabinets, face plates, SC coupler, Fibre optic drawer with pig-tail, UTP cat-6 patch cords, various connectors, cable ties, multi-stranded copper wire for equipment ground as per requirement	1	Lot	
13) HDPE conduit with couplers and other accessories for OFC cable routing	1	Lot	
14) Any other supply items not covered above and required for completion of the CCTV system	1	Lot	
Mandatory Spares: Bullet Camera - 1 No Dome Camera – 1 No Network Switch -1 No (each type) Patch Card (cat-6 Cable) – 2 No's	1	Lot	(Type and Model no shall be same as main items offered)
I&C SCOPE			
Installation & commissioning of complete CCTV system	1	AU	



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Table-3	Scope	of	Supply	for	GIPCL 7	75 MW
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Supply Scope	Qty	Unit	Quoted/ Not Quoted
1) Outdoor Bullet Camera	3	No's	
2) Indoor Dome camera	17	No's	
3) Outdoor PTZ Camera	1	No's	
4) GI 50mm, Mounting poles 5m above ground with minimum IP-65 junction box	1	Lot	
5) Media converter, Industrial grade as per requirement	1	Lot	
6)Network Switch as per requirement (I/P supply 230 VAC)	1	Lot	
<ul> <li>7) Server (Min 4 GB DDR3L 1600 MHz Intel core i5-6500, 7200 RPM SATA HDD) with 30-days storage capacity along with software and license for all cameras and clients.</li> </ul>	1	No	
8) Min 32 -inch LED industrial monitor, Full HD	1	No	
9) OFC cable as per requirement.	1	Lot	
10) cat-6 cable as per requirement	1	Lot	
11) Power Cable for 230 VAC distribution as per requirement	1	Lot	
12) Passive fibre optic components & termination kit consisting of fibre panel, information outlet, cabinets, face plates, SC coupler, Fibre optic drawer with pig-tail, UTP cat-6 patch cords, various connectors, cable ties, multi-stranded copper wire for equipment ground as per requirement	1	Lot	
13) HDPE conduit with couplers and other accessories for OFC cable routing	1	Lot	
14) Any other supply items not covered above and required for completion of the CCTV system	1	Lot	
Mandatory Spares: Bullet Camera - 1 No Dome Camera - 1 No PTZ Camera -1 No Media Converter 1 Lot Network Switch -1 No (each type) Patch Card (cat-6 Cable) - 4 No's LED Monitor -1 no Hard Disk for Server- 1 No's	1	Lot	(Type and Model no shall be same as main items offered)
I&C SCOPE			
Installation & commissioning of complete CCTV system	1	AU	



# Notes:

1. The BOM mentioned shall be supplied by bidder as minimum requirement. However, any material not listed in the BOM mentioned but required by bidder for successful completion and guarantee run of the project / system shall be included in the scope of the bidder on EPC basis. These additional items will be covered under item no 13 of BOM.

**2.** Quantity required as per configuration is to be supplied. The items for which qty. is mentioned as "1 Lot / 1 set", it is the responsibility of bidder to supply the material as required for the successful completion of erection & commissioning of the complete system.

3. Supply and commissioning of any other Equipment (not listed above) for successful installation and trouble-free operation of the System shall be bidder's responsibility and shall be done by bidder without any commercial implication to BHEL.

4. It is mandatory to quote for each item mentioned in the BoM. In case any of the items is not quoted for, the offer may be liable for rejection.

5. The size and Quantity of CCTV system Racks are indicative only. However, bidder to decide the size and Quantity of CCTV Rack based on the size of Servers, Hard Disks (storage) and other network equipment to be placed in Main Control Room building required to meet the project requirements (for the CCTV Cameras mentioned and with 20% spare capacity for future).

6. I&C Prices shall be inclusive of travel expenses, lodging, transport and per man day charges. No extra charges will be paid. 8. The vendor shall guarantee satisfactory performance of the equipment under stipulated variations of voltage and frequency. The design and manufacture shall be such that equipment / components of same type and rating are interchangeable.

7. Camera and database servers shall offer both video stream management and video stream storage management. These servers shall also manage and store configuration information/database for the whole system. Recording frame rate & resolution in respect of individual camera shall be programmable. It shall be possible to view and record at different resolutions and frame rates and this shall be individually programmable on every camera. It shall be possible to take back-up of system configuration and database on portable media device and restoring the same if required. System shall ensure that once recorded, video cannot be altered. It shall be possible to view, record, search and replay simultaneously without affecting performance of the system.

8. The system shall be complete in all aspects for reliable performance. The contractor shall submit the detailed block schematic, video, signal & power wiring diagram, describing the connections between the network switch/camera server systems and various cameras, monitors, keyboard etc.

# IV. Documents to be submitted along with offer without which offer is likely to be rejected.

SL. NO.	DOCUMENT TYPE
1	Data sheets / catalogs of all main items
2.	BOM
3.	Proposed System schematic diagram.
4.	Deviation sheet if any. Absence of deviation sheet will be considered as No-deviation to the specification.



# V. Factory Acceptance Test (FAT):

Factory Acceptance Test procedure shall be prepared by vendor along with Quality Assurance Plan. The document shall be subject to BHEL/End User approval. The entire CCTV system items shall be made available at vendor's work for inspection (FAT) which will include complete integrated test for checking that the equipment offered is meeting the design standards and functional requirements mentioned in this specification. As a minimum, BOM verification, physical verification, integrated test shall be performed on true sample of items selected by BHEL shall be part of FAT. BHEL reserves right to check power ON functionality of entire active components of CCTV system BOM. QAP and FAT procedure shall be subject to BHEL/End User approval.

One month prior to the FAT, Bidder shall submit a test procedure and QAP to BHEL for approval. BHEL/ End User representative may, at BHEL/ End User sole discretion, attend the FAT. In this event, Bidder shall ensure all tests are carried out in the presence of BHEL/ End User personnel. If BHEL/ End User declines to attend the FAT, Bidder shall carry out these tests and submit the results to BHEL for review.

Factory Acceptance Tests (FATs) result shall be documented and the test results shall be submitted to BHEL/ End User prior to clearance for dispatch.

# VI. COMMISSIONING

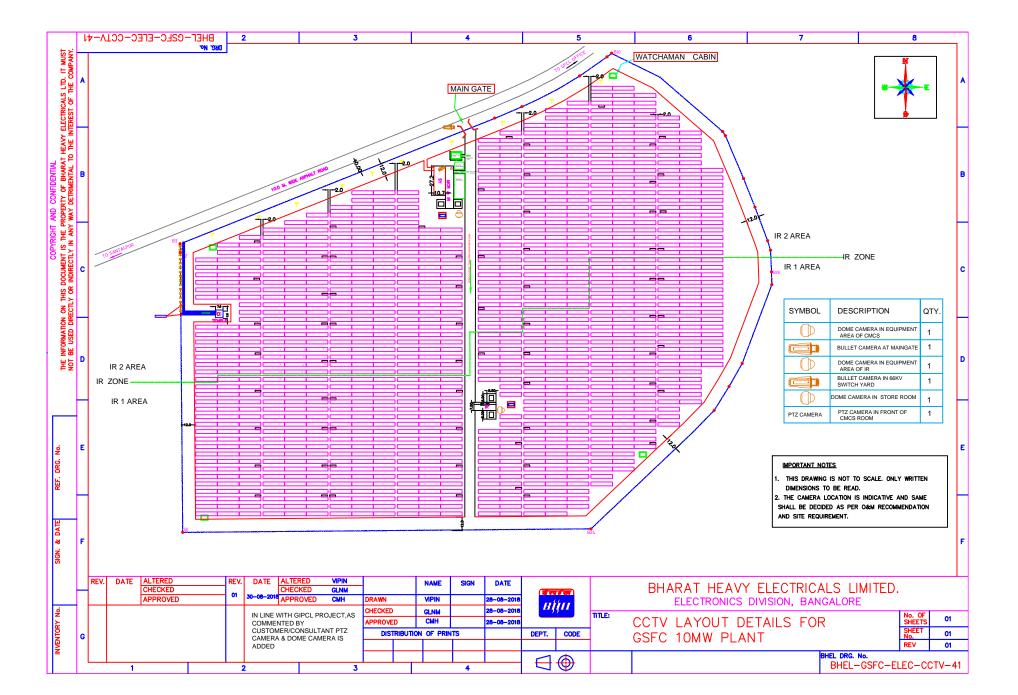
Vendor is responsible for delivering a fully functional equipment that meets all the requirements of the Specification and applicable standards. The Commissioning processes will demonstrate the above to BHEL/ End User, before handing over of the System. System Commissioning shall comprise of a number of different activities culminating in the acceptance of the operational System by BHEL/ End User. Bidder shall provide all necessary test equipment required to carry out the commissioning and acceptance testing.

# VII. Warranty and Guarantee:

The equipment supplied shall be guaranteed for satisfactory operation for 24 months from the date of commissioning

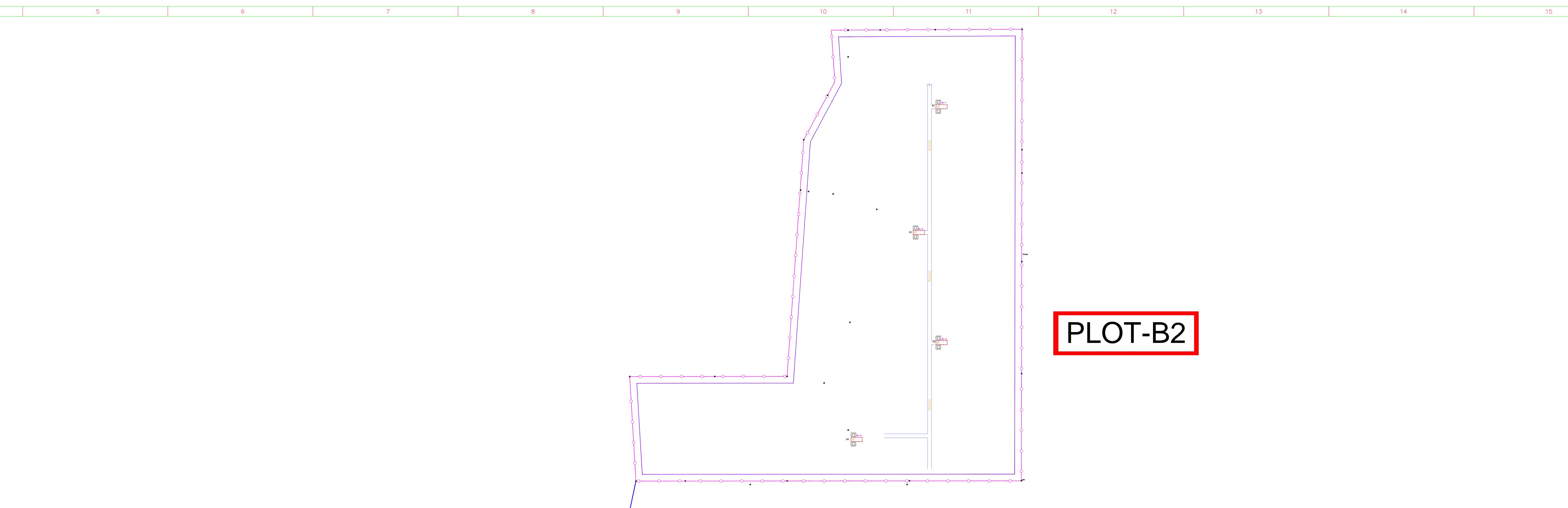
**ANNEXURE -1** 

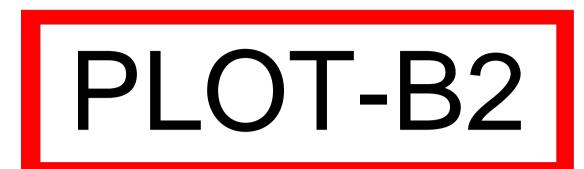


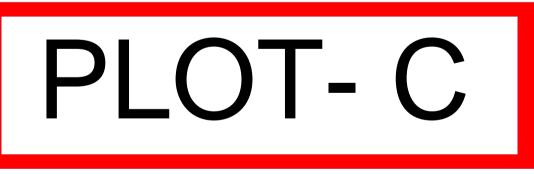


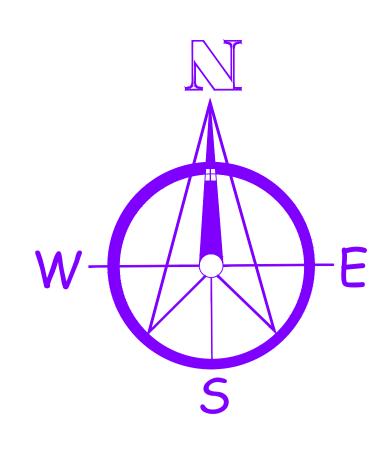
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INVENTORY NO.	1		2		3		4

	PLOT- C	SYMBOL DESCRIPTION DOME CAMERA BULLET CAMERA PTZ CAMERA PTZ CAMERA DOME CAMERA AT 02 - 1 DOME CAMERA AT 02 - 2 DOME CAMERA AT 1 04 3 BULLET CAMERA 01 -
dary and area		4BULLET CAMERA AT MAIN GATE01015HD PTZ CAMERA ON TOP OF CONTROL ROOM01-0TOTAL1605Image: Image: Image
ED     BFX     DATE     A THED     CHURCH       LD     CHECKED     RTV     DATE     A THED       CHECKED     RTV     DATE     A THED       APPROVED     RTV     DATE     A THED       CHECKED     RTV     RTV     DATE       A THERED     RTV     RTV     DATE       A THERED     RTV     RTV     DATE       CHECKED     RTV     RTV     DATE       RTV     RTV     RTV     RTV       RTV     RTV     RTV     RTV       RTV     RTV<		CHECKED DRAWN SAN 280718 CHECKED LNK 280718 CHECKED LNK 280718

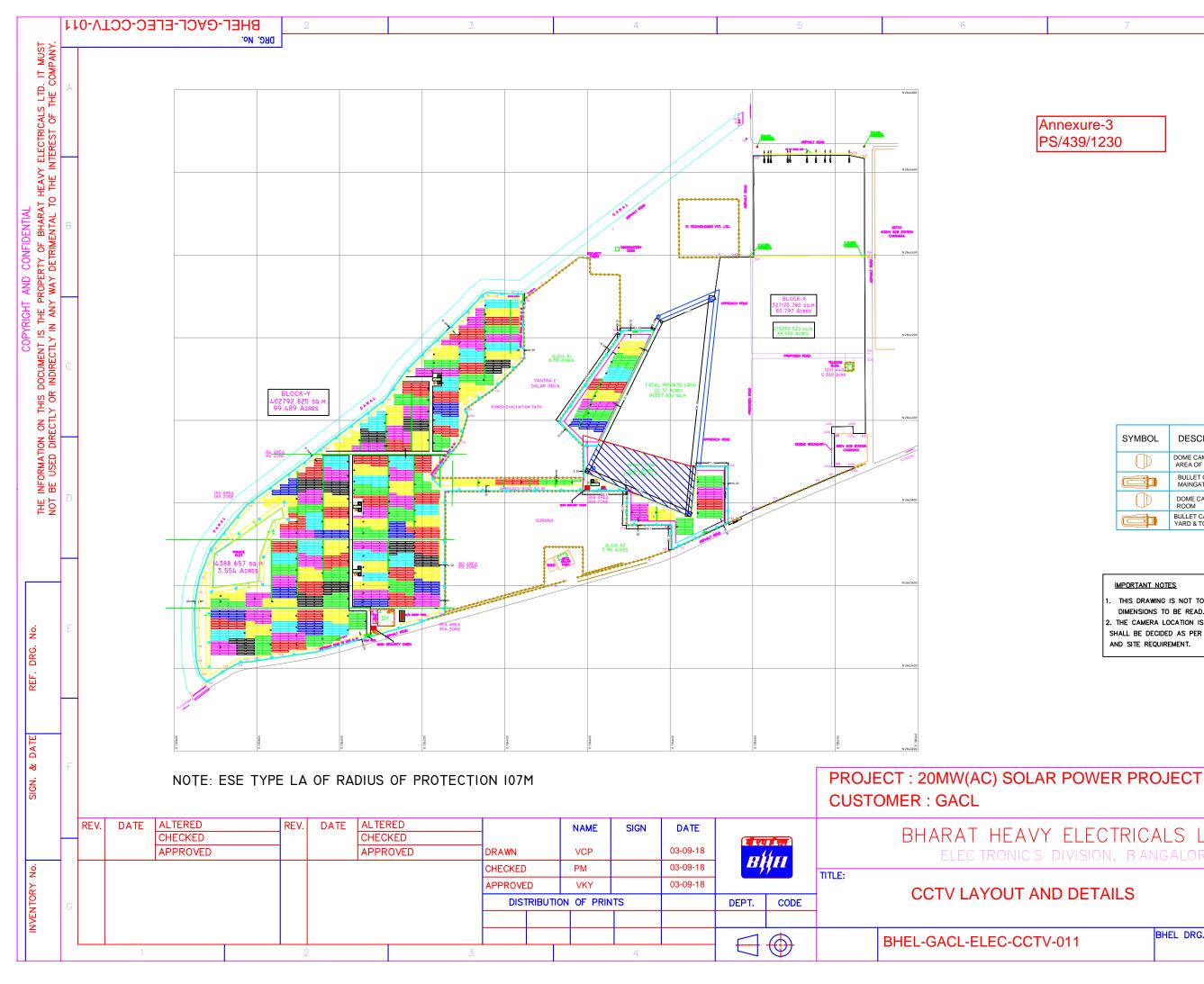








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# Annexure-3 PS/439/1230

SYMBOL	DESCRIPTION	QTY.
$\bigcirc$	DOME CAMERA IN EQUIPMENT AREA OF IR1A,IR1B,IR2,IR3,IR4	5
	BULLET CAMERA AT MAINGATE	1
$\bigcirc$	DOME CAMERA INSIDE STORE ROOM	1
	BULLET CAMERA IN SWITCH YARD & TOP OF CONTROL ROOM	2

IMPORTANT NOTES
<ol> <li>THIS DRAWING IS NOT TO SCALE. ONLY WRITTEN DIMENSIONS TO BE READ.</li> <li>THE CAMERA LOCATION IS INDICATIVE AND SAME SHALL BE DECIDED AS PER O&amp;M RECOMMENDATION AND SITE REQUIREMENT.</li> </ol>

# BHARAT HEAVY ELECTRICALS LIMITED.

		No. OF SHEETS	01
DETAILS		SHEET No.	01
		REV	00
011	BHEL DRG. No.		





PB 2606, Mysore Road Bangalore, 560026 INDIA

SCPV: BOS: ITB - Rev 02

# **INSTRUCTIONS TO BIDDERS (ITB)**

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

#### A. GENERAL INSTRUCTIONS:

- Any Purchase Order resulting from this enquiry shall be governed by the Instructions to Bidders (document reference: SCPV: BOS: ITB – Rev 01), General Conditions of Contract (document reference: SCPV: BOS: GCC - Rev 01) and Special Conditions of Contract (document reference: SCPV: BOS: SCC: I - Rev 01/ SCPV: BOS: SCC: F - Rev 01), if any, of the enquiry.
- 2. Any deviations from or additions to the "General Conditions of Contract" or "Special Conditions of Contract" require BHEL's express written consent. The general terms of business or sale of the bidder shall not apply to this tender.
- 3. Bidders (also includes the term suppliers / contractors wherever used in this document) are instructed to quote their most competitive price and best delivery, etc. in the offer. Prices should be indicated in both figures & words. (Please also refer clause 11 under section B)
- 4. Regret letter (either through post or by mail) indicating reasons for not quoting must be submitted without fail, in case of non-participation in this tender. If a bidder fails to respond against 3 consecutive tenders for the same item, he will be liable for removal as a registered vendor of BHEL.
- 5. Procurement directly from the manufacturers shall be preferred. However, if the OEM / Principal insist on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer / supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer / supplier or the manufacturer / supplier could bid directly but not both. In case bids are received from the manufacturer / supplier and his agent, bid received from the agent shall be ignored.
- 6. Consultant / firm (and any of its affiliates) shall not be eligible to participate in the tender/s for the related goods for the same project if they were engaged for consultancy services for the same project.
- 7. If an Indian representative / associate / liaison office quotes on behalf of a foreign based bidder, such representative shall furnish compulsorily the following documents:
  - a. Authorization letter to quote and negotiate on behalf of such foreign-based bidder.
  - b. Undertaking from such foreign based bidder that such contract will be honored and executed according to agreed scope of supply and commercial terms and conditions.
  - c. Undertaking shall be furnished by the Indian representative stating that the co-ordination and smooth execution of the contract and settlement of shortages / damages / replacement / repair of imported scope till system is commissioned and handed over to customer will be the sole responsibility of the Indian representative / associates / agent / liaison office.
- 8. In case of imported scope of supply, customs clearance & customs duty payment will be to BHEL account after the consignment is received at Indian Airport / Seaport. Bidders must provide all original documents required for completing the customs clearance along with the shipment. Warehousing charges due to incomplete or missing documentation will be recovered from the supplier's bill. All offers for imported scope of supply must be made from any of the gateway ports (within the country) indicated. (Refer Annexure I)
- 9. The offers of the bidders who are on the banned list and also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of the banned firms is available on BHEL website: **www.bhel.com.**

10. Business dealings with bidders will be suspended if they are found to have indulged in any malpractices / misconduct which are contrary to business ethics like bribery, corruption, fraud, pilferage, cartel formation, submission of fake/false/forged documents, poor quality, certificates, information to BHEL or if they tamper with tendering procedure affecting the ordering process or fail to execute a contract, or rejection of 3 consecutive supplies or if their firms / works are under strike / lockout for a long period.

#### B. GUIDELINES FOR PREPARATION OF OFFER:

- 1. Quotation shall be submitted in Single Part Bid, Two Part Bid or Three Part Bid, as called for in the tender:
  - **SINGLE PART BID**: Technical and Commercial Bid with prices along with price summary & filled in BHEL Standard Commercial terms and conditions in a single sealed envelope.
  - **TWO PART BID**: Unpriced offer i.e. "Techno-commercial Bid" with filled in BHEL Standard Commercial terms and conditions in a sealed envelope along with the copy of the "Price Bid" without the prices should be enclosed in one cover and the cover must be super scribed "Techno-commercial offer and Priced offer i.e. "Price Bid" containing price summary in a separate sealed envelope and must be super scribed "Price Bid". Both these envelopes shall be enclosed in a single sealed envelope super scribed with enquiry number, due date of tender and any other details as called for in the tender document.
  - **THREE PART BID**: Pre-qualification Bid (Part-I), Techno Commercial Bid with filled in BHEL Standard Commercial terms and conditions (Part-II), and Price Bid (Part-III). All three envelopes shall be enclosed in a single sealed envelope super scribed with enquiry number due date of tender and any other details as called for in the tender document.

If any of the offers (Part I, Part II or Part III) are not submitted before the due date and time of submission at the venue/place specified or if any part of the offer is incomplete the entire offer of the bidder is liable for rejection.

- 2. Supplier shall ensure to super scribe each envelope with RFQ number, RFQ Date, RFQ Due date and time, Item Description and Project clearly & boldly. Also mention on the envelope whether it is "Techno Commercial Bid" or "Price Bid" or "Pre-Qualification Bid". Please ensure complete address, department name and purchase executive name is mentioned on the envelope (before dropping in the tender box or handing over) so that the tender is available in time for bid opening.
- 3. BHEL standard Commercial Terms and Conditions shall be duly filled, signed & stamped and must accompany Technical-Commercial offer without fail and should be submitted in original only. Photocopy will not be accepted. All documents submitted along with the offer shall be signed and stamped in each page by authorized representative of the bidder.
- 4. Any of the terms and conditions not acceptable to supplier, shall be explicitly mentioned in the Techno-Commercial Bid. If no deviations are brought out in the offer it will be treated as if all terms and conditions of this enquiry are accepted by the supplier without any deviation.
- 5. Deviation to this specification / item description, if any, shall be brought out clearly indicating "DEVIATION TO BHEL SPECIFICATION" without fail, as a part of Techno-Commercial Bid. If no deviations are brought out in the offer it will be treated as if the entire specification of this enquiry is accepted without deviation.
- 6. Suppliers shall submit one set of original catalogue, datasheets, bill of materials, dimensional drawings, mounting details and / or any other relevant documents called in purchase specification as part of Technical Bid.
- 7. "Price Bid" shall be complete in all respects containing price break-up of all components along with all applicable taxes and duties, packing & forwarding charges (if applicable), freight charges (if applicable) etc. Once submitted no modification / addition / deletion will be allowed in the "Price Bid." Bidders are advised to thoroughly check the unit price, total price to avoid any discrepancy.
- 8. In addition, bidder shall also quote for erection & commissioning charges (I&C charges), documentation charges, service charges, testing charges (type & routine), training charges, service tax, etc. wherever applicable. The price summary must indicate all the elements clearly.
- Vendors should indicate "lump sum" charges (including To & Fro Fare, Boarding, Lodging, Local Conveyance etc.) for Supervision of Erection, Commissioning and handing over to customer. The quotation shall clearly indicate scope of work, likely duration of commissioning, pre-commissioning checklist and service tax (if any).
- 10. Wherever bidders require PAC (Project Authority Certificate) for import of raw materials, components required for Mega

Power Projects, Export Projects, MNRE Concession or other similar projects wherein supplies are eligible for customs duty /Excise duty benefits, lists and quantities of such items and their values (CIF) has to be mentioned in the offer. Prices must be quoted taking into account of such benefits.

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

#### C. GUIDELINES FOR OFFER SUBMISSION:

- Offers / Quotations must be dropped in tender box before 13.00 Hrs. on or before due date mentioned in RFQ. The offers are to be dropped in the proper slot of the Tender Box kept in our reception area with caption "CE, SC&PV, DEFENCE." Tenders are opened on 3 days in a week (Monday/Wednesday/Friday). Tender must be deposited in the slot corresponding to the day (Monday Box no.4/Wednesday Box no. 6 /Friday Box no.8) while depositing the offer. (This clause will not be applicable for e-tenders).
- 2. E-Mail / Internet / EDI offers received in time shall be considered only when such offers are complete in all respects. In case of offers received through E-mail, please send the offer to the email IDs within time of submission of tender.
- 3. In cases where tender documents are bulky, or due to some reasons tender documents are required to be submitted by hand or through posts/couriers, the offers are to be handed over to purchase officers.
- 4. Tenders will be opened on due date, time and venue as indicated in the RFQ in the presence of bidders at the venue indicated in the RFQ. In case of e-procurement, bidders can see tender results till seven days after due date and time.
- 5. Vendor will be solely responsible:
  - a. For submission of offers before due date and time. Offers submitted after due date and time will be treated as "Late offers" and will be rejected.
  - b. For submission of offers in the correct compartment of the tender box based on the day of due date (Monday/Wednesday/Friday). Please check before dropping your offer in the correct tender box.
  - c. For depositing offers in proper sealed condition in the tender box. If the bidder drops the tender in the wrong tender box or if the tender document is handed over to the wrong person BHEL will not be responsible for any such delays.
  - d. For offers received through email/courier etc., suppliers are fully responsible for lack of secrecy on information and ensuring timely receipt of such offers in the tender box before due date & time.
  - e. In case of e-tender, all required documents should be uploaded before due date and time. Availability of power, internet connections, etc. will be the sole responsibility of the vendor. Wherever assistance is needed for submission of e-tenders, help line numbers and executives of service provider of BHEL may be contacted. Service provider: M-junction

Website address: <a href="https://bheleps.buyjunction.in/">https://bheleps.buyjunction.in/</a>

Helpline no.: 033-66106426/6217/6013/6046/6176 (9:30 am to 5:30 pm)

9163348283/9163348284/9163348285/9163348286/8584008116 (5:30 pm to 8:30 pm)

#### Purchase Executive / BHEL will not be responsible for any of the activities relating to submission of offer.

#### D. PROCESSING OFFERS RECEIVED:

- 1. Any discount / revised offer submitted by the supplier on its own shall be accepted provided it is received on or before the due date and time of offer submission (i.e. Part-I bid). The discount shall be applied on pro-rata basis to all items unless specified otherwise by the bidder.
- 2. Changes in offers or Revised offers given after Part-I bid opening shall not be considered as a part of the original offer unless such changes / revisions are requested by BHEL.
- 3. In case there is no change in the technical scope and / or specifications and / or commercial terms & conditions by BHEL, the supplier will not be allowed to change any of their bids after Technical bids are opened (after the due date and time of tender opening of Part-1 Bid).

- 4. In case of changes in scope and/ or technical specifications and/ or commercial terms & conditions by BHEL and it accounts for price implications from vendors, all techno-commercially acceptable bidders shall be asked by BHEL (after freezing the scope, technical specifications and commercial terms & conditions) to submit the impact of such changes on their price bid. Impact price will be applicable only for changes in technical specification / commercial conditions by BHEL. The impact price must be submitted on or before the cut-off date specified by BHEL and the original price bid and the price impact bid will be opened together at the time of price bid opening. Impact price means only for those items which have been impacted by addition / deletion / changes in the technical specifications or commercial conditions. The impact may be +/- incremental value of the currency in which originally quoted. The impact price bid to be submitted on the cut-off date, time & venue as specified by BHEL. The impact price bid shall be opened along with original price bid.
- 5. Un-opened bids (including price bids) will be returned to the respective bidders after release of PO and receipt of order acknowledgement from the successful bidder.
- 6. After receipt of Purchase Order, supplier should submit required documents like drawings, bill of materials, datasheets, catalogues, quality plan, test procedure, type test report, O & M Manuals and / or any other relevant documents as per Specification / Purchase Order, as and when required by BHEL / Customer.
- 7. Any deviation to the terms and conditions not mentioned in the quotation by supplier in response to this enquiry will not be considered, if put forth subsequently or after issue of Purchase Order, unless clarification is sought for by BHEL EDN and agreed upon in the Purchase Order.
- 8. Evaluation shall be on the basis of delivered cost (i.e. "Total Cost to BHEL"). As per RFQ terms. "Total Cost to BHEL" shall include total basic cost, packing & forwarding charges, taxes and duties, inspection charges, freight charges, test charges, insurance, service tax for services, any other cost indicated by vendor for execution of the contract and loading factors (for non-compliance to BHEL Standard Commercial Terms & Conditions). Benefits arising out of Nil Import Duty on Mega Projects, Physical Imports or such 100% exemptions & MNRE Exemptions (statutory benefits), customer reimbursements of statutory duties (like Excise Duty, CST, VAT) will also be taken into account at the time of tender evaluation. (Wherever applicable and as indicated in SCC document of tender)
- 9. For evaluation of offers in foreign currency, the exchange rate (TT selling rate of SBI) shall be taken as under:

Single part bids:Date of tender openingTwo/three part bids:Date of Part-I bid openingReverse Auction:Date of Part-I bid openingIn case of Performance Bank Guarantee (PBG) also, et

In case of Performance Bank Guarantee (PBG) also, exchange rate will be considered as mentioned above for converting foreign currency to Indian currency and vice versa.

If the relevant day happens to be a bank holiday, then the exchange rate as on the previous working day of the bank (SBI) shall be taken.

10. Ranking (L-1, L-2 etc.) shall be done only for the techno-commercially acceptable offers and on the basis or evaluation of Total Cost to BHEL.

#### E. INFORMATION ON PAYMENT TERMS:

- 1. All payments will be through Electronic Fund transfer (EFT). Vendor has to furnish necessary details as per BHEL standard format (Refer Annexure IV) for receiving all payments through NEFT. (Applicable for Indian vendors only)
- Statutory deductions, if any, will be made and the deduction certificate shall be issued. In case vendor does not provide PAN details, the TDS deduction shall be at the maximum percentage stipulated as per the provisions of Income Tax Act. (Applicable for Indian vendors only).Foreign vendors shall submit relevant details of their bankers like Swift Code, Banker's Name & Address etc.
- 3. Vendors must submit bills & invoices along with required supporting documents in time. Incomplete documentation / delayed submission of invoice / documents will result in corresponding delay in payment.

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

#### Purchase Orders for indigenous procurement

#### (a) SUPPLY WITH I&C/SUPERVISION:

#### Supply:

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

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

**<u>O&M</u>**: 100% O&M charges are payable as per RFQ terms against report certified by BHEL.

#### (b) SUPPLY ONLY:

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

#### Purchase orders for import procurement:

#### (c) SUPPLY WITH I&C/SUPERVISION:

#### Supply:

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

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

#### (d) SUPPLY ONLY:

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

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

#### G. LOADING FACTORS FOR PAYMENT TERMS & DELAYED DELIVERY:

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

SI No	Deviation on	Nature of Deviation / Offered Terms	Loading %
		For Purchase within India :-	
		1) Credit period less than 45 days	15
		* For Foreign Purchase :-	
		1) Payment through At Sight Letter of Credit	10
1.	Payment Terms	2)Payment through Letter of Credit with usance credit of 45 days	5
		3) Sight Draft with credit period less than 45 days	5
2.	Penalty for Delayed Delivery	1) Non – Acceptance	10
		2) Partial Acceptance ( X% )	(10 – X)

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

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

#### NOTES:

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

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

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

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

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

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

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

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

- c. PBG should be sent directly by the bank to the dealing executive mentioned in the purchase order located at the address mentioned in the purchase order. PBG should be in the format indicated. (Refer Annexure III). No deviation to these formats will be allowed.
- d. Confirmation from any of the BHEL consortium of banks or any of the Indian Public Sector Banks is essential for the acceptance of PBGs issued by foreign banks (located outside India).
- e. Expired BGs / PBGs will be returned only after expiry of the claim period or on completion of the contractual obligation.
- f. In case vendor does not accept for submission of PBG, the vendor is liable for rejection on commercial grounds.

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

#### 1. FOR INDIGENOUS SCOPE OF SUPPLY:

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

**For I&C:** Supplementary Invoice in Triplicate with copy of I&C Certificate (Proof of Completion of I&C). **For PBG:** Supplementary Invoice in Triplicate with copy of PBG. However, PBG should reach concerned Purchase Officer directly from the Bank.

#### 2. FOR IMPORTED SCOPE OF SUPPLY:

**For Supply:** Invoice in Triplicate, Air Way Bill/Bill of Lading, Packing List, PSI Call Letter Copy, and Warranty Certificate. **For I&C:** Supplementary Invoice in Triplicate with copy of I&C Certificate (Proof of Completion of I&C). **For PBG:** Supplementary Invoice in Triplicate with copy of PBG. Both PBG & supplementary invoice should reach concerned Purchase Officer directly from the Bank.

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

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

- a. Valid NSIC certificate or
- b. Entrepreneur's Memorandum part II (EM II) certificate (deemed valid for 2 years).
- c. EM II certificate with CA certificate (in the prescribed format given in Annexure VIII) applicable for the year certifying that the investment in plant and machinery of the vendor is within permissible limits as per the MSME Act 2006 for relevant status where the deemed validity is over.
- d. Documents submitted for establishing the credentials of MSE vendors must be valid as on the date of part I / technical bid opening for the vendors to be eligible for the benefits applicable for MSE vendors. Documents submitted after the Part I / Technical bid opening date will not be considered for this tender.

#### PURCHASE PREFERENCE FOR MSE VENDORS:

- e. MSE vendors quoting within a price band of L1 + 15% shall be allowed to supply up to 20% of the requirement against this tender provided.
  - 1. The MSE vendor matches the L1 price.
  - 2. L1 price is from a non MSE vendor.
  - 3. L1 price will be offered to the nearest vendor nearest to L1 in terms of price ranking (L2 nearest to L1). In case of non-acceptance by the MSE vendor (L2) next ranking MSE vendor will be offered who is within the L1 + 15% band (if L3 is also within 15% band).
  - 4. 20% of the 20% (i.e. 4% of the total enquired quantity) will be earmarked for SC/ST owned MSE firms provided conditions as mentioned in (1) and (2) are fulfilled.
  - 5. In case no vendor under SC / ST category firms are meeting the conditions mentioned in (1) and (2) or have not participated in the tender, in such cases the 4% quantity will be distributed among the other eligible MSE vendors who have participated in the tender.

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

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

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

BHEL commits to take all measures necessary to prevent corruption in connection with the Tender process and execution of the Contract. BHEL will, during the tender process, treat all bidder / suppliers in a transparent and fair manner, and with equity.

#### 2. <u>Commitment by Bidder(s)/ Contractor(s)</u>:

- a. The Bidder(s)/ Contractor(s) commit(s) to take all measures to prevent corruption and will not directly or indirectly try to influence any decision or benefit which he is not legally entitled to.
- b. The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding or any actions to restrict competition.
- c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant Acts. The Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain or pass on to others, any information or document provided by BHEL as part of business relationship.
- d. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to the relevant guidelines issued from time to time by Government of India/ BHEL.

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

#### L. FRAUD PREVENTION POLICY:

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

PURCHASE EXECUTIVE



ಎಲೆಕ್ಟಿಕಲ್ भारत हेवी डलाक्टकल्स

Bharat Heavy Electricals Ltd., (A Government of India undertaking) Electronics Division PB 2606, Mysore Road Bangalore, 560026 INDIA

SCPV: BOS: GCC - Rev 02

#### **GENERAL COMMERCIAL CONDITIONS FOR CONTRACT (GCC)**

These 'General Commercial Conditions for Contract for Purchase' hereinafter referred to as GCC apply to all enquiries, tenders, requests for quotations, orders, contracts and agreements concerning the supply of goods and the rendering of related services (hereinafter referred to as "deliveries") to Bharat Heavy Electricals Limited and any of its units, regions or divisions (hereinafter referred to as "BHEL" or the Purchaser) or its projects / customers.

Any deviations from or additions to these GCC require BHEL's express written consent. The general terms of business or sale of the vendor shall not apply to BHEL. Acceptance, receipt of shipments or services or effecting payment shall not mean that the general terms of business or sale of the vendor have been accepted.

Orders, agreements and amendments thereto shall be binding if made or confirmed by BHEL in writing. Only the Purchasing department of BHEL is authorized to issue the Purchase Order or any amendment thereof.

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

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

#### Interpretation:

In the contract, except where the context requires otherwise:

- a) words indicating one gender include all genders;
- b) words indicating the singular also include the plural and words indicating the plural also include the singular;
- c) provisions including the word "agree", "agreed" or "agreement" require the agreement to be recorded in writing, and
- d) "Written" or "in writing" means hand-written, type-written, printed or electronically made, and resulting in a permanent record.

#### **Applicable Conditions:**

- 1. <u>Price Basis:</u> All prices shall be firm until the purchase order is executed / completed in all respects. No price variations / escalation shall be permitted unless otherwise such variations / escalations are provided for and agreed by BHEL in writing in the purchase order.
- 2. <u>Validity:</u> The offer will be valid for a period of 90 days from the date of technical bid opening date. Validity beyond 90 days, if required, will be specified in the SCC (special conditions of contract).
- 3. <u>Taxes & Duties:</u> Taxes as mentioned in the Contract Price or Price Schedule shall be paid to the Contractor subject to the Contractor complying with all the statutory requirements and furnishing the relevant documents including error free invoices containing detailed break-up of the taxes. Any duties, levies or taxes not mentioned in Contract Price or Price Schedule but applicable as per any statute(s) shall be deemed to be included in the Contract price and shall be to the account of the Contractor.

The Contractor shall bear and pay all the costs, liabilities, levies, interest, penalties in respect of noncompliances of any legal requirements as per various statutory provisions. The contractor shall keep the owner indemnified at all times from any tax liability, interest, penalties or assessments that may be imposed by the statutory authorities for non-compliances or non-observation of any statutory requirements by the Contractor.

4. Ordering and confirmation of Order: Vendor shall send the order acceptance on their company letter head within two weeks from the date of Purchase Order or such other period as specified / agreed by BHEL. BHEL reserves the right to revoke the order placed if the order confirmation differs from the original order placed. The acceptance of goods/services/supplies by BHEL as well as payments made in this regard shall not imply acceptance of any deviations.

The purchase order will be deemed to have been accepted if no communication to the contrary is received within two weeks (or the time limit as specified / agreed by BHEL) from the date of the purchase order.

5. **Documentation:** After receipt of Purchase Order, vendor should submit required documents like drawings, bill of materials, datasheets, catalogues, quality plan, test procedure, type test report, O & M Manuals and/or any other relevant documents as per Specification/Purchase Order, as and when required by BHEL/Customer.

At any stage within the contract period, the vendor shall notify of any error, fault or other defect found in BHEL's documents /specifications or any other items for reference. If and to the extent that (taking account of cost and time) any vendor exercising due care would have discovered the error, fault or other defect when examining the documents/specifications before submitting the tender, the time for completion shall not be extended. However if errors, omissions, ambiguities, inconsistencies, inadequacies or other defects are found in the vendor's documents, they shall be corrected at his cost, notwithstanding any consent or approval.

#### 6. TERMS OF DELIVERY:

#### FOR IMPORTED PURCHASE:

Price offered shall be for goods packed and delivered CIF Seaport/ International Airport (FCA) including packing, forwarding, Handling, Ancillary charges like processing of Sight Draft, negotiation charges of bank, Export declaration, Certificate of origin etc.

Packing shall be Air/Sea worthy, best suitable for trans-shipment and to take care of transit damages. If containerized, no. of containers & size of container shall be mentioned. Packing weight (gross & net) Packing dimensions shall be given prior to shipment to ascertain whether the consignment can be carried on standard cargo in contract or as ODC.

Wooden packing material for all the foreign consignments should be treated as per ISPM-15 & Fumigation / Phytosanitary certificate to be submitted to the freight forwarders/ BHEL along with the invoice, B/L, packing list etc.

Vendors shall indicate the name of International Airport/Seaport. The consignment shall be handed over to BHEL approved freight forwarder as mentioned in PO.

#### FOR INDIGENOUS PURCHASE:

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

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

Deviation for the delivery term is liable for rejection.

#### 7. <u>Penalty:</u>

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

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

- 8. <u>Contract variations (Increase or decrease in the scope of supply):</u> BHEL may vary the contracted scope as per requirements at site. If vendor is of the opinion that the variation has an effect on the agreed price or delivery period, BHEL shall be informed of this immediately in writing along with technical details. Where unit rates are available in the Contract, the same shall be applied to such additional work. Vendor shall not perform additional work before BHEL has issued written instructions / amendment to the Purchase Order to that effect. The work which the vendor should have or could have anticipated in terms of delivering the service(s) and functionality (i.e.) as described in this agreement, or which is considered to be the result of an attributable error on the vendor's part, shall not be considered additional work.
- 9. <u>Reverse Auction</u>: BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non- consideration of their bids, in case BHEL decides to go for RA.

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

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

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

- 10. <u>Pre Shipment Inspection:</u> Prior written notice of at least one week shall be given along with internal test certificates / COC and applicable test certificates. Materials will be inspected by BHEL-EDN-QS/CQS or BHEL nominated Third Party Inspection Agency (TPIA) or BHEL authorized Inspection Agency or Customer / Consultant or jointly by BHEL & Customer / consultant. All tests have to be conducted as applicable in line with approved Quality plan or QA Checklist or Purchase specification and original reports shall be furnished to BHEL-EDN, Bangalore for verification / acceptance for issue of dispatch clearance. All costs related to inspections & re-inspections shall be borne by vendor. Whether the Contract provides for tests on the premises of the vendor or any of his Sub-contractor/s, vendor shall be responsible to provide such assistance, labour, materials, electricity, fuels, stores, apparatus, instruments as may be required and as may be reasonably demanded to carry out such tests efficiently. Cost of any type test or such other special tests shall be borne by BHEL only if specifically agreed to in the purchase order.
- 11. <u>Transit Insurance:</u> Transit insurance coverage between vendor's works and project site shall be to the account of BHEL, unless specifically agreed otherwise. However, vendor shall send intimation directly to insurance agency through fax/courier/e-mail, immediately on dispatch of goods for covering insurance. A copy of such intimation sent by vendor to insurance agency shall be given to BHEL along with dispatch documents. Dispatch documents will be treated as incomplete without such intimation copy. BHEL shall not be responsible for sending intimations to insurance agency on behalf of the vendor.
- 12. <u>Packaging and dispatch</u>: The Seller shall package the goods safely and carefully and pack them suitably in all respects considering the peculiarity of the material for normal safe transport by Sea / Air / Rail / Road to its destination suitably protected against loss, damage, corrosion in transit and the effect of tropical salt laden atmosphere. The packages shall be provided with fixtures / hooks and sling marks as may be required for easy and safe handling. If any consignment needs special handling instruction, the same shall be clearly marked with standard symbols / instructions. Hazardous material should be notified as such and their packing, transportation and other protection must conform to relevant regulations.

The packing, shipping, storage and processing of the goods must comply with the prevailing legislation and regulations concerning safety, the environment and working conditions. Any Imported/Physical Exports items packed with raw / solid wood packing material should be treated as per ISPM – 15 (fumigation) and accompanied by Phytosanitory / Fumigation certificate. If safety information sheets (MSDS – Material Safety Data Sheet) exist for an item or the packaging, vendor must provide this information without fail along with the consignment.

Each package must be marked with Consignee name, Purchase order number, Package number, Gross weight and net weight, dimensions (L x B x H) and Seller's name. Packing list of goods inside each package with PO item number and quantity must also be fixed securely outside the box to indicate the contents of each box. Total number of packages in the consignment must also be indicated.

- Separate packing & identification of items should be as follows.
- 1. Main Scope All items must be tagged with part no. & item description.
- 2. Commissioning spares All items must be tagged with part no. & item description.
- 3. Mandatory spares All items must be tagged with part no. & item description.
- 13. <u>Assignment of Rights & Obligations; Subcontracting:</u> Vendor is not permitted to subcontract the delivery or any part thereof to third party or to assign the rights and obligations resulting from this agreement in whole or in part to third parties without prior written permission from BHEL. Any permission or approval given by the BHEL shall, however, not absolve the vendor of the responsibility of his obligations under the Contract.
- 14. <u>Progress report:</u> Vendor shall render such report as to the progress of work and in such form as may be called for by the concerned purchase officer from time to time. The submission and acceptance of such reports shall not prejudice the rights of BHEL in any manner.

- 15. Non-disclosure and Information Obligations: Vendor shall provide with all necessary information pertaining to the goods as it could be of importance to BHEL. Vendor shall not reveal confidential information that may be divulged by BHEL to Vendor's employees not involved with the tender/ contract & its execution and delivery or to third parties, unless BHEL has agreed to this in writing beforehand. Vendor shall not be entitled to use the BHEL name in advertisements and other commercial publications without prior written permission from BHEL.
- 16. <u>Cancellation / Termination of contract</u>: BHEL shall have the right to completely or partially terminate the agreement by means of written notice to that effect. Termination of the Contract, for whatever reason, shall be without prejudice to the rights of the parties accrued under the Contract up to the time of termination.

BHEL shall have the right to cancel/foreclose the Order/ Contract, wholly or in part, in case it is constrained to do so, on account of any decline, diminution, curtailment or stoppage of the business.

17. <u>Risk Purchase Clause:</u> In case of failure of supplier, BHEL at its discretion may make purchase of the materials / services NOT supplied / rendered in time at the RISK & COST of the supplier. Under such situation, the supplier who fails to supply the goods in time shall be wholly liable to make good to BHEL any loss due to risk purchase.

In case of items demanding services at site like erection and commissioning, vendor should send his servicemen /representatives within 7 days from the service call. In case a vendor fails to attend to the service call, BHEL at its discretion may also make arrangements to attend such service by other parties at the **RISK & COST** of the supplier. Under such situation the supplier who fails to attend the service shall be wholly liable to make good to BHEL any loss due to risk purchase / service including additional handling charges due to the change.

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

<u>Transit Damages:</u> In the event of receipt of goods in damaged condition or having found them so upon opening of packages at site, Supplier shall make good of all such damages within a reasonable time from such intimation by BHEL.

- 19. **<u>Remedial work:</u>** Notwithstanding any previous test or certification, BHEL may instruct the vendor to remove and replace materials/goods or remove and re-execute works/services which are not in accordance with the purchase order. Similarly BHEL may ask the vendor to supply materials or to execute any services which are urgently required for any safety reasons, whether arising out of or because of an accident, unforeseeable event or otherwise. In such an event, Vendor shall provide such services within a reasonable time as specified by BHEL.
- 20. <u>Indemnity Clause:</u> Vendor shall comply with all applicable safety regulations and take care for the safety of all persons involved. Vendor is fully responsible for the safety of its personnel or that of his subcontractor's men / property, during execution of the Purchase Order and related services. All statutory payments including PF, ESI or other related charges have to be borne by the vendor. Vendor is fully responsible for ensuring that all legal compliances are followed in course of such employment.
- 21. <u>Product Information, Drawings and Documents:</u> Drawings, technical documents or other technical information received by Vendor from BHEL or vice versa shall not, without the consent of the other party, be used for any other purpose than that for which they were provided. They may not, without the consent of the Disclosing party, otherwise be used or copied, reproduced, transmitted or communicated to third parties. All information and data contained in general product documentation, whether in electronic or any other form, are binding only to the extent that they are by reference expressly included in the contract.

Vendor, as per agreed date/s but not later than the date of delivery, provide free of charge information and drawings which are necessary to permit and enable BHEL to erect, commission, operate and maintain the product. Such information and drawings shall be supplied in as many numbers of copies as may be agreed upon.

All intellectual properties, including designs, drawings and product information etc. exchanged during the

formation and execution of the Contract shall continue to be the property of the disclosing party.

- 22. Intellectual Property Rights, Licenses: If any Patent, design, Trade mark or any other intellectual property rights apply to the delivery (goods / related service) or accompanying documentation shall be the exclusive property of the Vendor and BHEL shall be entitled to the legal use thereof free of charge by means of a non-exclusive, worldwide, perpetual license. All intellectual property rights that arise during the execution of the Purchase Order/ contract for delivery by vendor and/or by its employees or third parties involved by the vendor for performance of the agreement shall belong to BHEL. Vendor shall perform everything necessary to obtain or establish the above mentioned rights. The Vendor guarantees that the delivery does not infringe on any of the intellectual property rights of third parties. The Vendor shall do everything necessary to obtain or establish the alternate acceptable arrangement pending resolution of any (alleged) claims by third parties. The Vendor shall indemnify BHEL against any (alleged) claims by third parties in this regard and shall reimburse BHEL for any damages suffered as a result thereof.
- 23. <u>Force Majeure:</u> Notwithstanding anything contained in the purchase order or any other document relevant thereto, neither party shall be liable for any failure or delay in performance to the extent said failures or delays are caused by the "Act of God" and occurring without its fault or negligence, provided that, force majeure will apply only if the failure to perform could not be avoided by the exercise of due care and vendor doing everything reasonably possible to resume its performance.

A party affected by an event of force majeure which may include fire, tempest, floods, earthquake, riot, war, damage by aircraft etc., shall give the other party written notice, with full details as soon as possible and in any event not later than seven (7) calendar days of the occurrence of the cause relied upon. If force majeure applies, dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

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

- 24. <u>Guarantee / Warranty:</u> Wherever required, and so provided in the specifications / Purchaser Order, the Seller shall guarantee that the stores supplied shall comply with the specifications laid down, for materials, workmanship and performance. The guarantee / warranty period as described shall apply afresh to replaced, repaired or re-executed parts of a delivery. If the vendor fails to take proper corrective action to repair/replace defects satisfactorily within a reasonable period, Purchaser shall be free to take corrective action as may be deemed necessary at vendor's risk and cost after giving notice to the vendor, including arranging supply of goods from elsewhere at the sole risk and cost of the vendor. Unless otherwise specifically provided in the Purchase Order, Vendor's liability shall be co terminus with the expiration of the applicable guarantee / warranty period.
- 25. <u>Limitation of Liability:</u> Vendor's liability towards this contract is limited to a maximum of 100% of the contract value and consequential damages are excluded. However the limits of liability will have no effect in cases of criminal negligence or wilful misconduct.

The total liability of Vendor for all claims arising out of or relating to the performance or breach of the Contract or use of any Products or Services or any order shall not exceed the total Contract price.

26. <u>Liability during guarantee / warranty:</u> Vendor shall arrange replacement / repair of all the defective materials / services under its obligation under the guarantee / warranty period. The rejected goods shall be taken away by vendor and replaced / repaired. In the event of the vendor's failure to comply, BHEL may take appropriate action including disposal of rejections and replenishment by any other sources at the cost and risk of the vendor.

In case, defects attributable to vendor are detected during first time commissioning or use, vendor shall be responsible for replacement / repair of the goods as required by BHEL at vendor's cost. In all such cases expiry of guarantee / warranty will not be applicable.

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

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

- 28. <u>Compliance with Laws:</u> Vendor shall, in performing the contract, comply with all applicable laws. The vendor shall make all remittances, give all notices, pay all taxes, duties and fees, and obtain all permits, licences and approvals, as required by the laws in relation to the execution and completion of the contract and for remedying of any defects; and the Contractor shall indemnify and hold BHEL harmless against and from the consequences of any failure to do so.
- 29. <u>Settlement of Disputes:</u> Except as otherwise specifically provided in the Purchase Order, decision of BHEL shall be binding on the vendor with respect to all questions relating to the interpretation or meaning of the terms and conditions and instructions herein before mentioned and as to the completion of supplies/work/services, other questions, claim, right, matter or things whatsoever in any way arising out of or relating to the contract, instructions, orders or these conditions or otherwise concerning the supply or the execution or failure to execute the order, whether arising during the schedule of supply/work or after the completion or abandonment thereof. Any disputes or differences among the parties shall to the extent possible be settled amicably between the parties thereto, failing which the disputed issues shall be settled through arbitration. Vendor shall continue to perform the contract, pending settlement of dispute(s).
- 30. <u>Arbitration Clause:</u> In case amicable settlement is not reached in the event of any dispute or difference arising out of the execution of the Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision in any manner touching upon the Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred by either party to the sole arbitration of an Arbitrator appointed by the Executive Director/ General Manager of the purchasing unit/ region/ division of BHEL. Vendor shall have no objection even if the Arbitrator so appointed is an employee of BHEL or has ever dealt/ had to deal with any matter relating to this Contract.

Subject as aforesaid the provisions of the Arbitration and Conciliation Act, 1996 of India or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. It is a term of contract that the party initiating arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute. The venue for the arbitration shall be Bangalore, India. The award of the arbitrator shall be a speaking award and shall be final, conclusive and binding on all parties to this contract.

The cost of arbitration shall be borne equally by the parties. Notwithstanding the existence of any dispute or difference or any reference for the arbitration, the vendor shall proceed with and continue without hindrance the performance of the work under the contract with due diligence and expedition in a professional manner.

- 31. <u>Applicable Laws and Jurisdiction of Courts:</u> Prevailing Indian laws both substantive and procedural, including modifications thereto, shall govern the Contract. Subject to the conditions as aforesaid, the competent courts in BANGALORE alone shall have jurisdiction to consider over any matters touching upon this contract.
- 32. <u>General Terms:</u> That any non-exercise, forbearance or omission of any of the powers conferred on BHEL and /or any of its authorities will not in any manner constitute waiver of the conditions hereto contained in these presents.

That the headings used in this agreement are for convenience of reference only.

That all notices etc., to be given under the Purchase order shall be in writing, type script or printed and if sent by registered post or by courier service to the address given in this document shall be deemed to have been served on the date when in the ordinary course, they would have been delivered to the addressee.

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

- 34. If the vendor is below the threshold limit, viz Rs.20. lacs as per existing provisions, then a declaration to be provided to that effect along with copy of accounts, failing which the supplier will be treated as an Unregistered dealer (URD) for which tax is payable on reverse charge (RCM) by BHEL.
- 35. If the vendor is above the threshold limit & is yet not registered, GST is payable by BHEL on reverse charge basis.
- 36. All supply items are linked to HSN code (Harmonised System Nomenclature). This goods list is mapped with HSN code which is released by Govt of India & available in public domain. All registered suppliers submitting the quote shall mandatorily mention HSN code relevant for the goods quoted.
- 37. Under GST, Govt of India has linked every service to a service accounting code called SAC. The list of services and the corresponding service accounting code (SAC) is released by Govt of India & available in public domain. All registered suppliers submitting the quote shall mandatorily mention SAC code relevant for the service quoted.
- 38. The rate of tax applicable for 35 services is also released by Government and rate for any service not falling in the list of 35 services is 18%.
- 39. Invoice should contain all particulars as per invoice Rules and should include the GST registration number (GSTIN), service accounting code (SAC) apart from all other details mentioned.
- 40. Invoice should contain all particulars as per invoice Rules and should include the GST registration number (GSTIN), HSN code apart from all other details mentioned.
- 41. In case GST is payable on reverse charge (RCM) invoice should mention that tax is payable on reverse charge
- 42. For a registered supplier, the supplier uploaded sales data for the month will be available to recipient on 11th of the subsequent month & details can be verified by BHEL. Credit availment can be confirmed based on this verified data
- 43. If the Supplier is not registered, then tax is payable on Reverse charge & will be to the account of the supplier
- 44. All services in the course of business or furtherance of business are eligible to credit subject to other compliances listed herein.
- 45. If service is eligible for credit, then the credit can be availed only if the invoice is as per the prescribed format, the supplier has uploaded the invoice in the GSTN portal, paid the taxes & uploaded the return, and matches with our inward data, failing which any availment of credit attracts interest.
- 46. Even in case of services where credit is not eligible,
  - (i) either the supplier should have registered (if above threshold limit) & comply with all above statutory provisions relating to invoice, tax remittance, return filing etc. This can be verified by BHEL from the GSTN portal OR
  - (ii) if not registered BHEL shall be liable to pay applicable taxes on reverse charge
- 47. For any deficiency in services, where a recovery is made / adjusted in supplier bills, the supplier has to raise a credit note on BHEL & upload in GSTN portal. All above rules applicable for invoice also apply for credit note.
- 48. All notifications and rules as per central board of excise and customs will be applicable.

#### ANNEXURE - I LIST OF INTERNATIONAL GATEWAY AIRPORTS

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

# ANNEXURE - II REQUEST FOR C FORM

NAME OF VENDOR :

VENDOR CODE ALLOTED BY BHEL :

E mail id for c form correspondence :

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

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

General Instruction:

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

#### **ANNEXURE D**

### BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No: Date:

То

#### NAME

#### & ADDRESSES OF THE BENEFICIARY

Dear Sirs,

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

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

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

We the õ õ õ õ õ õ õ õ õ õ õ õ õ bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract/satisfactory completion of the performance guarantee period as per the terms of the Contract and that it shall continue to be enforceable till

all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

We õ õ õ õ õ õ õ õ õ õ S ...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 <u>Vendor / Contractor / Supplier</u> 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 <u>Vendor / Contractor / Supplier</u> and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said <u>Vendor / Contractor / Supplier</u> or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said <u>Vendor / Contractor / Supplier</u> or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

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

This Guarantee shall remain in force upto and includingõõõõõõõõõõõõõõõõõõõõõ a da 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 <u>Vendor / Contractor / Supplier</u> 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  $\tilde{o} \ \tilde{o} \ \tilde{o$ 

We, õ õ õ õ õ õ 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  $\tilde{o}$   $\tilde{o}$   $\tilde{o}$   $\tilde{o}$   $\tilde{o}$   $\tilde{o}$   $\tilde{o}$   $\tilde{o}$   $\tilde{o}$   $\tilde{o}$
- b) This Guarantee shall be valid up to  $\tilde{o} \ \tilde{o} \ \tilde{o} \ \tilde{o} \ \tilde{o} \ ^7$
- c) Unless the Bank is served a written claim or demand on or before \_\_\_\_\_<sup>8</sup> 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)

Datedõ õ õ õ õ õ . Place of Issueõ õ õ õ õ õ . <sup>1</sup> NAME AND ADDRESS OF EMPLOYER I.e Bharat Heavy Electricals Limited

<sup>2</sup> NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

<sup>3</sup> DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

<sup>4</sup> CONTRACT VALUE

<sup>5</sup> PROJECT/SUPPLY DETAILS <sup>6</sup> BG AMOUNT IN FIGURES AND WORDS

<sup>7</sup> VALIDITY DATE

<sup>8</sup> DATE OF EXPIRY OF CLAIM PERIOD

#### Note:

- 1. Units are advised that expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.
- 2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.
- 3. In line with the GCC, SCC or contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Regionos Law Deptt.
- 4. In Case of Bank Guarantees submitted by Foreign Vendors
  - a. From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India) can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.

# b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)

- b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by any of the Consortium Banks only will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank (BHEL Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
- **b.2** In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.
- **b.3** The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). The BG Format provided to them should clearly specify the same.

# ANNEXURE - IV

# Electronic Funds Transfer (EFT) OR Paylink Direct Credit Form

Please Fill up the form in <b>CAPITAL</b> TYPE OF REQUEST(Tick one):	LETTERS only CREA	-	_CHANGE		
BHEL Vendor / Supplier Code:			1		
Company Name : Permanent Account Number(PAN): Address					
	L				
City:	PINCODE		STATE		
Contact Person(s) Telephone No: Fax No: e-mail id:					
1 Bank Name: 2 Bank Address:					
3 Bank Telephone No:         4 Bank Account No:         5 Account Type: Savings/Cash Credit         6 9 Digit Code Number of Bank and branch appearing on MICR cheque issued by Bank         7 Bank swift Code(applicable for EFT only)         8 Bank IFSC code(applicable for RTGS)         9 Bank IFSC code(applicable for NEFT)         I hereby certify that the particulars given above are true, correct and complete and that I, as a representative for the above named Company, hereby authorise BHEL, EDN, Bangalore to electronically deposit payments to the designated bank account.         If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold BHEL / transfering Bank responsible.         This authority remains in full force until BHEL, EDN, Bangalore receives written notification requesting a change or cancellation.         I have read the contents of the covering letter and agree to discharge the resposibility expected of me as a participant under ECS / EFT.					
Date:					
Authorised Signatory: Designation:			Telephone NO. with STD Code		
Company Seal	Bank Certi	ificate			
We certify that					
we confirm that the bank details give	en above are c	orrect as per o	ur records.		
Date: Place:			() Signature		
Please return completed form along Bharath Heavy Electricals Ltd, Attn: Electronics Division, Mysore Road, BANGALORE - 560 026 In case of any Querry, please call : 0			ue or photocopy thereof to:		

А

В

С

D

# ANNEXURE-V BHEL MEMBER BANKS (LIST OF CONSORTIUM BANKS)

## BANK GUARANTEE (BG) SHALL BE ISSUED FROM THE FOLLOWING BANKS ONLY:

	Nationalised Banks		Nationalised Banks	
1	Allahabad Bank	19	Vijaya Bank	
2	Andhra Bank		Public Sector Banks	
3	Bank of Baroda	20	IDBI	
4	Canara Bank		Foreign Banks	
5	Corporation Bank	21	CITI Bank N.A	
6	Central Bank	22	Deutsche Bank AG	
7	Indian Bank	23	The Hongkong and Shanghai Banking Corporation Ltd. (HSBC)	
8	Indian Overseas Bank	24	Standard Chartered Bank	
9	Oriental Bank of Commerce			
10	Punjab National Bank	26	J P Morgan	
11	Punjab & Sindh Bank		Private Banks	
12	State Bank of India	27	Axis Bank	
13	State Bank of Hyderabad	28	The Federal Bank Limited	
14	Syndicate Bank	29	HDFC Bank	
15	State Bank of Travancore	30	Kotak Mahindra Bank Ltd	
16	UCO Bank	31	ICICI Bank	
17	Union Bank of India	32	IndusInd Bank	
18	United Bank of India	33	Yes Bank	

Note:

- All BGs must be issued from BHEL consortium banks listed above.
- BHEL may accept BG from other Nationalised Banks also which are not listed above.
- BG will not be accepted from Scheduled Banks and Co-operative Banks.
- In case BG is issued from a bank located outside Indian territory and is issued in foreign currency, the BG must be routed through and confirmed by any one of the above mentioned consortium banks or any of the Indian Public Sector Banks.
- This list is subject to changes. Hence vendors are requested to check this list every time before issuing BGs.

## ANNEXURE - VI

#### **DISCREPANCY IN WORDS & FIGURES – QUOTED IN PRICE BID**

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

- (a) If, in the price structure quoted for the required goods/services/works, there is discrepancybetween the unit price and the total price (which is obtained by multiplying the unit price by thequantity), the unit price shall prevail and the total price corrected accordingly, unless in theopinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- (d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

## ANNEXURE - VII

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

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

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

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

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

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

## ANNEXURE - VIII CERTIFICATE BY CHARTERED ACCOUNTANT ON LETTER HEAD

This is to certify that M/s		
	(Hereinafter referred to as `Company') havin	ıg
	is registered under MSMED Act 2006, (Entreprenet	-
8	dtd	
(Micro/Small). (Copy enclosed).		

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year ...... **as per MSMED Act 2006 is as follows: 1. For Manufacturing Enterprises:** Investment in plant and machinery (i.e., original cost excluding land and building and the items specified by the Ministry of Small Industries vide its notification No.S.O.1722 (E) dated October 5, 2006: Rs. .....Lacs.

**2. For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006: Rs. .....Lacs.

(or)

The company has been graduated from its original category (Micro/Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is ......(dd/mm/yy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O.No.3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date: (Signature) Name -Membership Number -

Seal of Chartered Accountant

## **ANNEXURE - IX**

In case of intrastate movement i.e. supply within same state and VAT is applicable, the vendor shall furnish the respective BHELTMs nodal agency TIN no. and address in their invoice.

# List of Statewise Nodal Officers with Contact Details

				Officers with C		
Region	State	Nodal Unit responsible for all other units except those in column	Contact Details- Landline No.	E-mail	TIN No.	CST No.
1	2	4 3		7	8	9
Norther States	Jammu & Kashmir	PSNR		rahulb@bhelpsnr.co.in/ a.chadha@bhelpsnr.co.in	01291101313	
	Himachal Pradesh	PSNR	0120- 2510488/2416452		02011000622	
	Punjab	PSNR			03451148722	
	Haryana	PSNR			06962606884	
	Rajasthan	PSNR			08232903345	
No	Uttar Pradesh	PSNR	0120-2416536	<u>rahulb@bhelpsnr.co.in /</u> smittal@bhelpsnr.co.in	09365800914	
	Uttarakhand	Hardwar	01334-285449	alok@bhelhwr.co.in	05001757277 Dated 30th Sep 2005	5000030 Dated 13/03/1965
 	Delhi	TBG	0120-6748429	<u>skjindal@bhel.in</u>	07472001760	07472001760
s	Madhya Pradesh	Bhopal	0755-2503231	<u>meeta@bhelbpl.co.in</u>	23573600001 (HEL/05/01/0001/S dated 15/11/1979 under MPCT)	HEL/05/01/0004/C dated 15/11/1979
Western States	Chattisgarh	PSWR	0712-3048609	mgupta@bhelpswr.co.in	22173202974	
tern	Gujarat	PSWR	0265-2370321	bhavin@bhelpswr.co.in	24190101571	
Wes	Maharashtra	ROD Mumbai	022- 22126061/22187850	mahajani@bhel.in	27060300130V	27060300130C
	Daman & Diu	EDN	080-26998724 / 26998830	theerthagiri@bheledn.co.in	2500009902	
	Orissa	PSSR	044-28286773	<u>sparida@bhelpssr.co.in ,</u> lakshmi@bhelpssr.co.in	21031301916	
tes	Tamil Nadu	Trichy	0431-2577757/ 2577229	<u>msrao@bheltry.co.in</u> /bharaths@bheltry.co.in	33243560005	239383 dt.11.6.91
Southern States	Kerala	PSSR	044-28286773	lakshmi@bhelpssr.co.in	32072043622	
uther	Karnataka	EDN	080-26998724 / 26998830	theerthagiri@bheledn.co.in	29180069268	00850081
So	Telangana	HPEP RC, Puram	040-23185406/ 040-23182238	<u>chand@bhelhyd.co.in</u> <u>sbsv@bhelhyd.co.in</u>	36360151179	
	Andhra Pradesh	HPVP, Vizag	0891-6681298	sarmaass@bhpvl.com	37418632431	
	Puducherry	PSSR				Ι
	West Bengal	PSER	033-23216130-3238	amitavac@bhelpser.co.in	19200936019	19200936213
	Bihar	PSER	0612-2231275	rakesh@bhelpser.co.in	10010994046	10010994046
Eastern States	Jharkhand	PSER	06549-266351(Sh. Parmanand Swaroop)/06534- 292179 (Sh. K.K. Ajeet)	pswaroop@bhelpser.co.in (Bokaro) kk.ajit@bhelpser.co.in (Koderma/Abhijeet/North Karanpura) manishk.jain@bhelpser.co.in (Chandrapura)/kpsubbu@bhelp ser.co.in kpsubbu@bhelpser.co.in	20352205642 (Bokaro) 20082005255 (Maithon) 20512405410 (Koderma) 20122200394 (Chandrapura) 20620905730(Adhunik) 20650507026(Abhijeet) 20452110016 (North Karanpura)	TG-729(C)
	Mizoram	PSER	033-23216130-3249	anindya@bhelpser.co.in	15501465017	
	Arunachal Pradesh	PSER	033-23216130-3249	anindya@bhelpser.co.in	12020122182	Not Applied
	Assam	PSER	033-23216130-3249	anindya@bhelpser.co.in	18790101415	18179903204
	Tripura	PSER	03821-265209	mkmahato@bhelpser.co.in	16060947071	16060947273
	Sikkim	PSER				
	Meghalaya	PSER				
	Manipur	PSER				
	Nagaland	PSER				

# No. P-45021/2/2017-B.E.-II Government of India Ministry of Commerce and Industry Department of Industrial Policy and Promotion

Dated 15<sup>th</sup> June, 2017 Udyog Bhawan, New Delhi

To

All Central Ministries/Departments/CPSUs/All concerned

#### ORDER

# Subject: Public Procurement (Preference to Make in India), Order 2017

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

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

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

Now therefore the following Order is issued :

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

2. Definitions: For the purposes of this Order:

'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

'Local supplier' means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under this Order or by the competent Ministries / Departments in pursuance of this order.

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

*'margin of purchase preference'* means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference.

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

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

- 3 Requirement of Purchase Preference. Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shat be given to local suppliers in all procurements undertaken by procuring entities in the manner specified hereunder.
  - a. In procurement of goods in respect of which the Nodal Ministry has communicated that there is sufficient local capacity and local competition, and where the estimated value of procurement is Rs. 50 lakhs or less, only local suppliers shall be eligible. If the estimated value of procurement of such goods is more than Rs. 50 lakhs, the provisions of sub-paragraph b or c as the case may be, shall apply.
  - b. In the procurements of goods which are not covered by paragraph 3a and which are divisible in nature, the following procedure shall be followed:
    - Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.
    - If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1 Thereafter, the lowest bidder among the local suppliers, will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price failing within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 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 L1 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 L1 bidder.
  - c. In procurements of goods not covered by sub-paragraph 3a and which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed:
    - Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.
    - ii. If L1 is not from a local supplier, the lowest bidder among the local suppliers, will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching the L1 price.
    - In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.

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- 4. Exemption of small purchases: Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.
- 5. Minimum local content: The minimum local content shall ordinarily be 50%. The Nodal Ministry may prescribe a higher or lower percentage in respect of any particular item and may also prescribe the manner of calculation of local content.
- 6 Margin of Purchase Preference. The margin of purchase preference shall be 20%.
- 7. Requirement for specification in advance: The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
- 8. Government E-marketplace: In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.
- 9. Verification of local content:
  - a. The local supplier at the time of tender, bidding or solicitation shall be required to provide selfcertification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.
  - b. In cases of procurement for a value in excess of Rs. 10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
  - c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.
  - d. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.
  - e. Nodal Ministries and procuring entities may prescribe fees for such complaints.
  - f. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
  - g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the

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duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities in the manner prescribed under paragraph 9h below.

- h The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that.
  - The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner.
  - on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s).
  - iii. in respect of procuring entities other than the one which has carried out the debarment the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

## 10 Specifications in Tenders and other procurement solicitations

- a Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
- b Procuring entities shall endeavour to see that eligibility conditions including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of local suppliers who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
- c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.
- d. If a Nodal Ministry is satisfied that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/ or other items relating to that Nodal Ministry. A copy of every instruction or decision taken in this regard shall be sent to the Chairman of the Standing Committee.
- e. For the purpose of sub-paragraph 10 d above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or ii) a majority of its shareholding or effective control of the entity is exercised from that country, or (iii) more that 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India."

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- 11. Assessment of supply base by Nodal Ministries. The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.
- 12. Increase in minimum local content. The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.
- 13. Manufacture under license/ technology collaboration agreements with phased indigenization. While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property.

rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

- 14. Powers to grant exemption and to reduce minimum local content: Ministries /Departments of Government of India and the Boards of Directors of Government companies or autonomous bodies may, by written order,
  - a. reduce the minimum local content below the prescribed level;
  - b. reduce the margin of purchase preference below 20% ;
  - c. exempt any particular item or procuring or supplying entities or class or classes of items or procuring or supplying entities from the operation of this Order or any part of the Order.

A copy of every such order shall be marked to the Member-Convenor of the Standing Committee constituted under this Order.

- 15. Directions to Government companies: In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.
- 16. Standing Committee: A standing committee is hereby constituted with the following membership:

Secretary, Department of Industrial Policy and Promotion—Chairman Secretary, Commerce—Member Secretary, Ministry of Electronics and Information Technology—Member Joint Secretary (Public Procurement), Department of Expenditure—Member Joint Secretary (DIPP)—Member-Convenor

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

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- Functions of the Standing Committee. The Standing Committee shall meet as often as necessary but not less than once in six months. The Committee.
  - a shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.
  - b. shall annually assess and periodically monitor compliance with this Order
  - shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content.
  - may require furnishing of details or returns regarding compliance with this Order and related matters
  - e. may, during the annual review or otherwise, assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures
  - f. may examine cases covered by paragraph 13 above relating to manufacture under license/ technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization
  - g. may consider any other issue relating to this Order which may arise.
- 18. Removal of difficulties: Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.
- 19. Ministries having existing policies: Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1<sup>st</sup> January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.
- Transitional provision: This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.

Mani

(B. S. Nayák) Under Secretary to Government of India Ph. 23061257

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

## **ARBITRATION & CONCILIATION**

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

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

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

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

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

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

# Arbitration Clause in case of Contract with contractors/vendors /consultants when they are a Public Sector Enterprise (PSE) or a Government Department:

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

	List of Documents to be submitted by Vendors/Subcontractors for SPV Contracts.	Confirmation on submission	Deviation / Remark
R Docu	ments (Type - A): For all Civil & I&C & O&M		
Sl No.	Documents		
1	Wage Sheet (Form 17)	YES / NO	
2	Attendance Register (w.r.t Sl No.1)	YES / NO	
3	Workman Policy & Additional Insurance (Automotive Liability, Group Serivs Insuarnce Policy et	YES / NO	
4	PF Challan	YES / NO	
5	ESI (Employee State Insurance)	YES / NO	
6	ECR (Electronic Challan Receipt)	YES / NO	
7	Bank Statement for PF deposit	YES / NO	
8	RCS (Remittance Confirmation Slip)	YES / NO	
uality	Documents (Type - B): For all MMS Civil Works		
Sl No.	Documents		
1	FQA (Field Quality Assuarance)	NA	
2	Field Content, Slump Test	NA	
3	Gradiation of Aggregate (10mm, 20mm)	NA	
4	Fine Aggregate Test (for Sand)	NA	
5	Cube Test Registered	NA	
6	Material Test Certificate for Steel & Cement	NA	
7	Consumption Register for Steel & Invoice	NA	
8	Pour Card for Concreting purpose	NA	
9	Royalty Reports (10mm, 20mm, Sand)	NA	
10	Sand Soundess Test Reports	NA	
11	Slump Test Register	NA	
12	Sieve Analysis, Flakiness Index, Elongation Index - Register to be maintained	NA	
13	Moisture Content Coarse and Fine Aggregate - Register to be maintained	NA	
14	Water Test Report for Concrete	NA	
15	Design Mix Report for Concrete	NA	
mality	Documents (Type - B): For all Civil related Works		
	Documents		
1	FQA (Field Quality Assuarance)	YES / NO	
2	Field Content, Slump Test	YES / NO	
3	Gradiation of Aggregate (10mm, 20mm)	YES / NO	
4	Fine Aggregate Test (for Sand)	YES / NO	
5	Cube Test Registered	YES / NO	
6	Material Test Certificate for Steel & Cement	YES / NO	
7	Consumption Register for Steel & Invoice	YES / NO	
8	Pour Card for Concreting purpose	YES / NO	
9	Royalty Reports (10mm, 20mm, Sand)	YES / NO	
10	Sand Soundess Test Reports	YES / NO	
11	Warpage of Bricks Test Reports	YES / NO	
12	Core Cutting (Compaction Test) - Roads & Pathways	YES / NO	
	Slump Test Register		
13	Slump Test Register	YES / NO	
13 14	1 0		
	Sitump Test Register Sieve Analysis, Flakiness Index, Elongation Index - Register to be maintained Moisture Content Coarse and Fine Aggregate - Register to be maintained*	YES / NO	
14	Sieve Analysis, Flakiness Index, Elongation Index - Register to be maintained		
14 15	Sieve Analysis, Flakiness Index, Elongation Index - Register to be maintained Moisture Content Coarse and Fine Aggregate - Register to be maintained* Brick Test Reports	YES / NO YES / NO YES / NO	
14 15 16	Sieve Analysis, Flakiness Index, Elongation Index - Register to be maintained Moisture Content Coarse and Fine Aggregate - Register to be maintained*	YES / NO YES / NO	
14 15 16 17	Sieve Analysis, Flakiness Index, Elongation Index - Register to be maintained Moisture Content Coarse and Fine Aggregate - Register to be maintained* Brick Test Reports Plastering profile and thickness	YES / NO YES / NO YES / NO YES / NO	
14 15 16 17 18	Sieve Analysis, Flakiness Index, Elongation Index - Register to be maintained Moisture Content Coarse and Fine Aggregate - Register to be maintained* Brick Test Reports Plastering profile and thickness Compaction test beneath floor of all buildings Reports	YES / NO YES / NO YES / NO YES / NO YES / NO	
14 15 16 17 18 19	Sieve Analysis, Flakiness Index, Elongation Index - Register to be maintained Moisture Content Coarse and Fine Aggregate - Register to be maintained* Brick Test Reports Plastering profile and thickness Compaction test beneath floor of all buildings Reports Test Certificates for Paint, Glan, Glazing, etc.	YES / NO YES / NO YES / NO YES / NO YES / NO YES / NO	
14 15 16 17 18 19 20	Sieve Analysis, Flakiness Index, Elongation Index - Register to be maintained Moisture Content Coarse and Fine Aggregate - Register to be maintained* Brick Test Reports Plastering profile and thickness Compaction test beneath floor of all buildings Reports Test Certificates for Paint, Glan, Glazing, etc. Test Certificates Aluminium Section for doors and windows (Anodisation Certificates also)	YES / NO YES / NO YES / NO YES / NO YES / NO YES / NO YES / NO	
14         15         16         17         18         19         20         21	Sieve Analysis, Flakiness Index, Elongation Index - Register to be maintained Moisture Content Coarse and Fine Aggregate - Register to be maintained* Brick Test Reports Plastering profile and thickness Compaction test beneath floor of all buildings Reports Test Certificates for Paint, Glan, Glazing, etc. Test Certificates Aluminium Section for doors and windows (Anodisation Certificates also) BBS for Buildings	YES / NO YES / NO	
14         15         16         17         18         19         20         21         22         23	Sieve Analysis, Flakiness Index, Elongation Index - Register to be maintained Moisture Content Coarse and Fine Aggregate - Register to be maintained* Brick Test Reports Plastering profile and thickness Compaction test beneath floor of all buildings Reports Test Certificates for Paint, Glan, Glazing, etc. Test Certificates Aluminium Section for doors and windows (Anodisation Certificates also) BBS for Buildings Water Test Report for Concrete Design Mix Report for Concrete	YES / NO YES / NO	
14 15 16 17 18 19 20 21 22 23 23	Sieve Analysis, Flakiness Index, Elongation Index - Register to be maintained Moisture Content Coarse and Fine Aggregate - Register to be maintained* Brick Test Reports Plastering profile and thickness Compaction test beneath floor of all buildings Reports Test Certificates for Paint, Glan, Glazing, etc. Test Certificates Aluminium Section for doors and windows (Anodisation Certificates also) BBS for Buildings Water Test Report for Concrete Design Mix Report for Concrete Design Mix Report for Concrete	YES / NO YES / NO	
14 15 16 17 18 19 20 21 22 23 23 23 SI No.	Sieve Analysis, Flakiness Index, Elongation Index - Register to be maintained Moisture Content Coarse and Fine Aggregate - Register to be maintained* Brick Test Reports Plastering profile and thickness Compaction test beneath floor of all buildings Reports Test Certificates for Paint, Glan, Glazing, etc. Test Certificates Aluminium Section for doors and windows (Anodisation Certificates also) BBS for Buildings Water Test Report for Concrete Design Mix Report for Concrete Design Mix Report for Concrete Documents: for Electrical & Mechanical Installation Works (BOS) Documents	YES / NO YES / NO	
14 15 16 17 18 19 20 21 22 23 23 23 <b>No.</b> 1	Sieve Analysis, Flakiness Index, Elongation Index - Register to be maintained Moisture Content Coarse and Fine Aggregate - Register to be maintained* Brick Test Reports Plastering profile and thickness Compaction test beneath floor of all buildings Reports Test Certificates for Paint, Glan, Glazing, etc. Test Certificates Aluminium Section for doors and windows (Anodisation Certificates also) BBS for Buildings Water Test Report for Concrete Design Mix Report for Concrete Documents: for Electrical & Mechanical Installation Works (BOS) Documents FQA (Field Quality Assuarance)	YES / NO YES / NO	
14 15 16 17 18 19 20 21 22 23 23 23 SI No. 1 2	Sieve Analysis, Flakiness Index, Elongation Index - Register to be maintained Moisture Content Coarse and Fine Aggregate - Register to be maintained* Brick Test Reports Plastering profile and thickness Compaction test beneath floor of all buildings Reports Test Certificates for Paint, Glan, Glazing, etc. Test Certificates Aluminium Section for doors and windows (Anodisation Certificates also) BBS for Buildings Water Test Report for Concrete Design Mix Report for Concrete Design Mix Report for Concrete Documents: for Electrical & Mechanical Installation Works (BOS) Documents FQA (Field Quality Assuarance) Inspection Reports	YES / NO YES / NO	
14 15 16 17 18 19 20 21 22 23 23 23 <b>Quality</b> Sl No. 1	Sieve Analysis, Flakiness Index, Elongation Index - Register to be maintained Moisture Content Coarse and Fine Aggregate - Register to be maintained* Brick Test Reports Plastering profile and thickness Compaction test beneath floor of all buildings Reports Test Certificates for Paint, Glan, Glazing, etc. Test Certificates Aluminium Section for doors and windows (Anodisation Certificates also) BBS for Buildings Water Test Report for Concrete Design Mix Report for Concrete Documents: for Electrical & Mechanical Installation Works (BOS) Documents FQA (Field Quality Assuarance)	YES / NO YES / NO	

NOTE:

\* This list of documents is indicative and intended towards all Solar Projects.

\* Apart from the above, any other document required by the Customer and which are mandatory for Billing by BHEL to the Customer, the same needs to be provided by the respective vendors.