



**PROJECT : 21 MW GANDHAR SOLAR PHOTO VOLTAIC
PROJECT IN GUJARAT**

**PACKAGE : DEVELOPMENT OF 21 MW GANDHAR SOLAR
PHOTO VOLTAIC PROJECT IN GUJARAT**

CONT. NO. :

INDICATIVE VENDOR LIST

DOC NO. : BID DOC. NO: RECS-5734-004(R)-9

REVISION NO. 00

DATE : 09.08.2017

PAGE : 17

Sl. No.	ITEM	QP / INS CAT.	QP No. -	ACCEPTABLE SUPPLIER AS PER DATABASE	PLACE	SC APPL STATUS	REMARKS
				Kannade Anand Udyog	Mumbai	A	Fabrication at their units: Plot No. 42, Morivali, MIDC Thane & Plot No.: D-35 Anand Nagar MIDC, Addl. Ambernath , Dist.Thane Galvanization and offer the galvanized cable trays for inspection at D-34 Anand Nagar MIDC, Addl. Ambernath, Dist.Thane.
				Rukmani	Raipur	A	Ladder type cable trays only
				Passive Infra	Hasangarh (Rohtak)	A	
				Unitech Fabricators & Engineers	Howrah/ Hoogly (Kolkata)	A	
				Patny System	Hyderabad	A	
				Rabi Engg	Kolkata	A	Galvanizing from NTPC approved sources
				MKSD Industries	Taloja	A	Galvanising at Encorp Power trans PVT Ltd, Palghar
				Reliable Sponge	Kalunga	A	
				Rukmani	Hoogly	A	Galvanization at Rukmani Fab & Gal- Howrah
36.	Cable Tray Flexible Tray Support System	Refer Note-3	Q-020	Vatco	Mumbai	A	Galvanising at Sigma Mumbai
				Inar profiles	Enkapalli	A	
				Industrial perforations	Kolkata	A	



**PROJECT : 21 MW GANDHAR SOLAR PHOTO VOLTAIC
PROJECT IN GUJARAT**

**PACKAGE : DEVELOPMENT OF 21 MW GANDHAR SOLAR
PHOTO VOLTAIC PROJECT IN GUJARAT**

CONT. NO. :

INDICATIVE VENDOR LIST

DOC NO. : BID DOC. NO: RECS-5734-004(R)-9

REVISION NO. 00

DATE : 09.08.2017

PAGE : 18

Sl. No.	ITEM	QP / INS CAT.	QP No. -	ACCEPTABLE SUPPLIER AS PER DATABASE	PLACE	SC APPL STATUS	REMARKS
---------	------	---------------	----------	-------------------------------------	-------	----------------	---------

				Premier power products	Howrah	A	Galvanising at Neha Galvaniser- Howrah
				Steelite engg.	Mumbai	A	
				Indiana gratings	Pune	A	Galvanising at Poona Galvaniser- Pune
				Amtech	Pune	A	Galvanising at B.G. Shirke- Pune
				Ratan Projects	Howrah	A	Galvanization at NTPC approved sources
				MKSD Industries	Taloja	A	Galvanising at Encorp Power trans PVT Ltd, Palghar
37.	Piping – ERW (IS 1239)	III		Main Contractor approved sources; with valid BIS license			
38.	INSTRUMENTATION CABLE	REFER NOTE- 2	Q-031	DELTON CABLES LTD	FARIDABAD	A	PVC, FRLS TYPE
				PARAMOUNT COMMUNICATION LTD	KHUSHKHERA	A	PVC, FRLS TYPE
				CORDS CABLE INDUSTRIES LTD	BHIWADI/ KAHARANI	A	PVC, FRLS TYPE
				KEI INDUSTRIES LTD	BHIWADI	A	PVC, FRLS TYPE
				POLYCAB WIRES PVT. LTD	DAMAN	A	PVC, FRLS TYPE
				THERMOCABLES	HYDERABAD	A	PVC, FRLS TYPE
				ELKAY TELELINKS	FARIDABAD	A	PVC, FRLS TYPE
				GUPTA POWER	KHURDHA	A	PVC, FRLS TYPE
				CMI	Faridabad	A	PVC, FRLS TYPE
				Universal Cables	Satna	A	PVC, FRLS TYPE



**PROJECT : 21 MW GANDHAR SOLAR PHOTO VOLTAIC
PROJECT IN GUJARAT**

**PACKAGE : DEVELOPMENT OF 21 MW GANDHAR SOLAR
PHOTO VOLTAIC PROJECT IN GUJARAT**

CONT. NO. :

INDICATIVE VENDOR LIST

DOC NO. : BID DOC. NO: RECS-5734-004(R)-9

REVISION NO. 00

DATE : 09.08.2017

PAGE : 19

Sl. No.	ITEM	QP / INS CAT.	QP No. -	ACCEPTABLE SUPPLIER AS PER DATABASE	PLACE	SC APPL STATUS	REMARKS
39.	FIRE ALARM PANEL (- MICROPROCESSOR BASED) & MANNUAL CALL POINTS	II	Q-032	NOTIFIER	USA	A	
				TYCO	USA	A	SIMPLEX BRAND
				AUTRONICA	NORWAY	A	
				SCHRACK	AUSTRIA	A	
				EDWARDS	USA	A	
				Shield Fire Safety	UK	A	
40.	ADDRESSABLE DETECTORS (MULTI SENSOR), INTERFACE UNITS ,HOOTER CUM STROBE & HOOTER	II	Q-033	NOTIFIER	USA/GURGAON	A	
				TYCO	USA	A	SIMPLEX BRAND
				AUTRONICA	NORWAY	A	
				SCHRACK	AUSTRIA	A	
				EDWARDS	USA	A	
				Shield Fire Safety	UK	A	



**PROJECT : 21 MW GANDHAR SOLAR PHOTO VOLTAIC
PROJECT IN GUJARAT**

**PACKAGE : DEVELOPMENT OF 21 MW GANDHAR SOLAR
PHOTO VOLTAIC PROJECT IN GUJARAT**

CONT. NO. :

INDICATIVE VENDOR LIST

DOC NO. : BID DOC. NO: RECS-5734-004(R)-9

REVISION NO. 00

DATE : 09.08.2017

PAGE : 20

Sl. No.	ITEM	QP / INS CAT.	QP No. -	ACCEPTABLE SUPPLIER AS PER DATABASE	PLACE	SC APPL STATUS	REMARKS
41.	FIBRE OPTIC CABLES	III		BIRLA ERICSSON OPTICAL	REWA	A	
				AKSH FIBER	BHIWADI	A	
				FINOLEX	PUNE/GOA	A	
				R&M	SWITZERLAND	A	
				HFCL	GOA	A	
				Molex	UK	A	
				Corning	USA	A	
42.	PLC BASED SCADA SYSTEM	I	Q-034	SIEMENS	NASIK	A	
				SCHNEIDER ELECTRIC	BANGALORE	A	
				ROCKWELL AUTOMATION	SAHIBABAD	A	
				ABB	BANGALORE	A	
				GE INTELLIGENT PLATFORM	BANGALORE	A	
43.	ENCLOSURE FOR PANELS	*		PYROTECH	UDAIPUR	A	*Part of PLC Based SCADA System
				PENTAIR (HOFFMAN)	BANGALORE	A	*Part of PLC Based SCADA System
				RITTAL	BANGALORE	A	*Part of PLC Based SCADA System
				MPP	Bangalore	A	*Part of PLC Based SCADA System



PROJECT : 21 MW GANDHAR SOLAR PHOTO VOLTAIC
PROJECT IN GUJARAT

PACKAGE : DEVELOPMENT OF 21 MW GANDHAR SOLAR
PHOTO VOLTAIC PROJECT IN GUJARAT

CONT. NO. :

INDICATIVE VENDOR LIST

DOC NO. : BID DOC. NO: RECS-5734-004(R)-9

REVISION NO. 00

DATE : 09.08.2017

PAGE : 21

Sl. No.	ITEM	QP / INS CAT.	QP No. -	ACCEPTABLE SUPPLIER AS PER DATABASE	PLACE	SC APPL STATUS	REMARKS
44.	UPS SYSTEM with ACDB	I	Q-036	FUJI ELECTRIC	JAPAN	A	
				Vertiv Energy (Emerson)	AMBERNATH	A	APPROVED UP TO 160 KVA, 1Φ
				HITACHI HIREL	GANDHINAGAR	A	APPROVED UP TO 160 KVA, 1Φ
				Vertiv Energy (DB Power)	PUNE	A	APPROVED UP TO 125 KVA, 1Φ
				KELTRON	TRIVENDRUM	A	APPROVED UP TO 150 KVA, 1Φ
				GUTOR	SWITZERLAND	A	
				AEG(Saft)	Germany	A	
45.	CCTV COMPONENTS IP Based (Refer Note-7)	II	Q-037	BOSCH	BANGALORE	A	1.All active main CCTV components like Camera, Server / Storage, Joystick, Video management software will be of Bosch make and to be procured from M/s. Bosch Ltd., Bangalore [Work address: Hosur Road, Adugodi, Bangalore – 560 030]. 2.Other items like workstation, keyboard, monitors, network switches, media converters, interconnecting cables will be supplied as per LOA agreed source.
				Axis	Sweden	A	1-CCTV components will be of Axis communication AB,Sweden make & Video Management Software will be of Milestone Brand. 2.To make the system complete, other indigenous items like server/OVS/PC, Network Switch, Cables etc are to be procured from NTPC approved sources which will be tied up during the finalization MQP 3. Toshniwal Industries Pvt Its (works address: industrial Estate, Makhupura, Ajmer-305002, Rajasthan, India) will



**PROJECT : 21 MW GANDHAR SOLAR PHOTO VOLTAIC
PROJECT IN GUJARAT**

**PACKAGE : DEVELOPMENT OF 21 MW GANDHAR SOLAR
PHOTO VOLTAIC PROJECT IN GUJARAT**

CONT. NO. :

INDICATIVE VENDOR LIST

DOC NO. : BID DOC. NO: RECS-5734-004(R)-9

REVISION NO. 00

DATE : 09.08.2017

PAGE : 22

Sl. No.	ITEM	QP / INS CAT.	QP No. -	ACCEPTABLE SUPPLIER AS PER DATABASE	PLACE	SC APPL STATUS	REMARKS
---------	------	---------------	----------	-------------------------------------	-------	----------------	---------

							do the complete integration of CCTV System and installation at site which is noted by NTPC.
				Honeywell	Gurgoan	A	CCTV active component including explosion proof camera along with VMS will be honeywell china make
46.	Fire Extinguisher	III		BIS approved sources with valid BIS License.			
47.	Circuit Breaker upto 220 Kv (SF6 & outdoor type)	I	Q-023	Siemens	Aurangabad	A	
				ABB	Vadodara	A	
				CGL	Nasik	A	
				BHEL	Hyderabad	A	
				GE	Kanchipuram	A	
48.	Isolator upto 220 kv (outdoor type)	I	Q-024	GR Power	Hyderabad	A	
				Hivelm	Chennai	A	
				S&S	Pondicherry	A	
				Switchgear & Structural	Hyderabad	A	
				Siemens Ltd	Hyderabad	A	
49.	PT (Outdoor Type, upto 33Kv)	I	Q-025	Mehru	Bhiwadi	A	
				ABB	Vadodara	A	



**PROJECT : 21 MW GANDHAR SOLAR PHOTO VOLTAIC
PROJECT IN GUJARAT**

**PACKAGE : DEVELOPMENT OF 21 MW GANDHAR SOLAR
PHOTO VOLTAIC PROJECT IN GUJARAT**

CONT. NO. :

INDICATIVE VENDOR LIST

DOC NO. : BID DOC. NO: RECS-5734-004(R)-9

REVISION NO. 00

DATE : 09.08.2017

PAGE : 23

Sl. No.	ITEM	QP / INS CAT.	QP No. -	ACCEPTABLE SUPPLIER AS PER DATABASE	PLACE	SC APPL STATUS	REMARKS
---------	------	---------------	----------	-------------------------------------	-------	----------------	---------

				GE	Hosur	A	
				CGL	Nasik	A	
50.	CT (Outdoor Type, upto 220 Kv Oil Filled type)	I	Q-026	Mehru	Bhiwadi	A	
				GE	Hosur	A	
				ABB	Vadodara	A	
				CGL	Nasik	A	
				BHEL	Jhansi/Bhopal	A	
				Vishal Transformer	Meerut	A	UP TO 33 KV CT ONLY
				Heptacare	Meerut	A	UP TO 33 KV CT ONLY
51.	CVT (Outdoor Type, upto 220 Kv	I	Q-027	GE	Hosur	A	
				ABB	Vadodara	A	
				CGL	Nasik	A	
				BHEL	Jhansi/Bhopal	A	
52.	LA (Outdoor Type, upto 220 Kv)	I	Q-028	Oblum	Hyderabad	A	
				Lamco	Hyderabad	A	
				Elektrolite	Jaipur	A	UP TO 33 KV ONLY.
				CGL	Nasik	A	



**PROJECT : 21 MW GANDHAR SOLAR PHOTO VOLTAIC
PROJECT IN GUJARAT**

**PACKAGE : DEVELOPMENT OF 21 MW GANDHAR SOLAR
PHOTO VOLTAIC PROJECT IN GUJARAT**

CONT. NO. :

INDICATIVE VENDOR LIST

DOC NO. : BID DOC. NO: RECS-5734-004(R)-9

REVISION NO. 00

DATE : 09.08.2017

PAGE : 24

Sl. No.	ITEM	QP / INS CAT.	QP No. -	ACCEPTABLE SUPPLIER AS PER DATABASE	PLACE	SC APPL STATUS	REMARKS
53.	AB Tariff energy meter	II	Q-029	SEMS	Udaipur/Solan	A	Inspection with representative from Local Electricity Board.
				Elster	Mumbai	A	
				L&T	Mysore	A	With CMS software.
54.	Conductor	III		Smita	Ghaziabad	A	
				Gupta Power Infra	Bhubaneswar	A	
				Saravathy	Bangalore	A	
				Galaxy	Sangli	A	
				Hindustan Vidyut products	Faridabad	A	
				Apar Industries	Vadodara / Silvassa	A	
				Hira Cables	Hirakud	A	
				JSK	Silvasa	A	
				Cabcon	Kolkatta	A	
55.	Disc Insulator/Long Rod Insulator	III		Aditya Birla	Rishra	A	
				IEC	Bhopal	A	
				WSI	Chennai	A	
				BHEL	Bangalore	A	
				Imperial Ceramics	Bikaner	A	Upto 90KN
				Modern Insulator	Abu Road	A	
				Goldstone	Hyderabad	A	For Long Rod Insulator only



**PROJECT : 21 MW GANDHAR SOLAR PHOTO VOLTAIC
PROJECT IN GUJARAT**

**PACKAGE : DEVELOPMENT OF 21 MW GANDHAR SOLAR
PHOTO VOLTAIC PROJECT IN GUJARAT**

CONT. NO. :

INDICATIVE VENDOR LIST

DOC NO. : BID DOC. NO: RECS-5734-004(R)-9

REVISION NO. 00

DATE : 09.08.2017

PAGE : 25

Sl. No.	ITEM	QP / INS CAT.	QP No. -	ACCEPTABLE SUPPLIER AS PER DATABASE	PLACE	SC APPL STATUS	REMARKS
------------	------	---------------------	----------	--	-------	-------------------	---------

56.	Bus Post Insulator	III		Aditya Birla	Halol	A	
				IEC	Bhopal	A	
				WSI	Chennai	A	
				MODERN Insulator	Abu Road	A	
				SARAVANA Global Energy	Cuddalore	A	
57.	Clamps & connectors	III		KLEMMEN ENGG	CHENNAI	A	
				MILIND	MUMBAI	A	
				EMI	MUMBAI	A	
				NOOTAN ENGG	MUMBAI	A	
				TAG CORPORATION	CHENNAI	A	
				ITPL	MUMBAI	A	
				RASHTRAUDYOG	KOLKATA	A	
				PEE VEE ENGG	BANGALORE	A	
				MEGHA Engg	CHENNAI	A	
				EXALT	Mumbai	A	
58.	Insulator hardware, conductor accessories & earthwire accessories	III		RASHTRA UDYOG	KOLKATA	A	
				IAC	KOLKATA	A	



**PROJECT : 21 MW GANDHAR SOLAR PHOTO VOLTAIC
PROJECT IN GUJARAT**

**PACKAGE : DEVELOPMENT OF 21 MW GANDHAR SOLAR
PHOTO VOLTAIC PROJECT IN GUJARAT**

CONT. NO. :

INDICATIVE VENDOR LIST

DOC NO. : BID DOC. NO: RECS-5734-004(R)-9

REVISION NO. 00

DATE : 09.08.2017

PAGE : 26

Sl. No.	ITEM	QP / INS CAT.	QP No. -	ACCEPTABLE SUPPLIER AS PER DATABASE	PLACE	SC APPL STATUS	REMARKS
---------	------	---------------	----------	-------------------------------------	-------	----------------	---------

				ITPL	MUMBAI	A	
				EMI	MUMBAI	A	
				EMTT	Kolkatta	A	
59.	Aluminium tube	III		HINDALCO	RENUKUT	A	
				INDALCO	ALUPURAM	A	
				CENTURY EXTRUSIONS	KOLKATA	A	
				JINDAL ALUMINUM TUBE	BANGALORE	A	
				ALOM EXTRUSIONS	KOLKATA	A	
				BALCO	KORBA	A	
				SUDAL	NASIK	A	
				Banco	Vadodara	A	
60.	Switchyard Control & Relay Panel / SAS	I	Q-030	GE (Alstom)	Chennai	A	
				Siemens	Kalwa/Goa	A	
				ABB	Peenya	A	
				Schneider	Noida	A	
				BHEL	Bhopal	A	Approved for C&R Panel only
61.	Numerical Relays for Switchyard	(part of C&R MQP)		GE	UK/Chennai	A A	
				Siemens	Germany	A	



**PROJECT : 21 MW GANDHAR SOLAR PHOTO VOLTAIC
PROJECT IN GUJARAT**

**PACKAGE : DEVELOPMENT OF 21 MW GANDHAR SOLAR
PHOTO VOLTAIC PROJECT IN GUJARAT**

CONT. NO. :

INDICATIVE VENDOR LIST

DOC NO. : BID DOC. NO: RECS-5734-004(R)-9


REVISION NO. 00

DATE : 09.08.2017

PAGE : 27

Sl. No.	ITEM	QP / INS CAT.	QP No. -	ACCEPTABLE SUPPLIER AS PER DATABASE	PLACE	SC APPL STATUS	REMARKS
---------	------	---------------	----------	-------------------------------------	-------	----------------	---------


				ABB	Sweden/ Bangalore	A	
62.	Transformer (Oil filled type) Refer Note-8	I	Q-021	Schneider	UK	A	
				BHEL	Bhopal	A	up to 400 kV Class
				GE (T&D)	Naini	A	up to 400 kV Class
				Toshiba	Hyderabad	A	up to 400 kV Class
				TELK	Agnamaly, Kerala	A	up to 400 kV Class
				ABB	Vadodara	A	up to 400 kV Class
				CG Power & Industrial Solutions Ltd.	Kanjur Marg	A	up to 400 kV Class
				EMCO	Thane	A	up to 400 kV Class
				BHEL	Jhansi	A	up to 220 kV Class
				Schneider	Vadodara	A	up to 50 MVA, 132 kV Class
				T&R	Ahmedabad	A	up to 16 MVA, 132 kV Class
				Kanohar	Merrut	A	up to 16 MVA, 33 kV Class
				EMCO	Jalgaon	A	up to 16 MVA, 33 kV Class
				Kirloskar	Mysore	A	up to 16 MVA, 33 kV Class
				Andrew Yule	Chennai	A	up to 10 MVA, 33 kV Class
				Tesla (unit-2)	Bhopal	A	up to 5.0 MVA, 33 kV Class
				Indotech Transformers	Chennai	A	up to 16 MVA, 11 kV Class
				PETE Hammond	Hyderabad	A	up to 10 MVA, 33 kV Class

		PROJECT : 21 MW GANDHAR SOLAR PHOTO VOLTAIC PROJECT IN GUJARAT PACKAGE : DEVELOPMENT OF 21 MW GANDHAR SOLAR PHOTO VOLTAIC PROJECT IN GUJARAT CONT. NO. :			INDICATIVE VENDOR LIST		DOC NO. : BID DOC. NO: RECS-5734-004(R)-9 REVISION NO. 00 DATE : 09.08.2017 PAGE : 28
Sl. No.	ITEM	QP / INS CAT.	QP No. -	ACCEPTABLE SUPPLIER AS PER DATABASE	PLACE	SC APPL STATUS	REMARKS
				CG Power & Industrial Solutions Ltd.	Malanpur	A	up to 7.5 MVA, 33 kV Class
				ECE	Sonepat	A	up to 4.0 MVA, 11 kV Class
				Voltamp	Savli	A	up to 3.5 MVA, 33 kV Class
				Kirloskar	Pune	A	up to 2.0 MVA, 33 kV Class
				RAYCHEM RPG	Pune	A	Up to 5 MVA, 33 kV Class
				Esennar	Medak	A	Up to 16 MVA, 66 kV Class
				Technical Associate Ltd	Sitarganj	A	up to 16 MVA, 33 kV Class, Conditions Apply
				Prime Meiden Ltd	Nellur	A	up to 63 MVA, 132 kV Class
				KRYFS Power Components Ltd	Silvassa	A	Up to 2.5 MVA, 33 kV Class
				Sudhir Transformers	Bangalore	A	Upto 12.5 MVA, 33KV Class
63.	Dry Type Transformer (refer note-8)	I	Q-022	ABB	Savli	A	up to 8 MVA, 24 kV Class
				Raychem	Pune	A	Up to 3.5 MVA, 33 kV Class
				Toshiba	Hyderabad	A	Up to 2.0 MVA, 33 kV Class
				BHEL	Jhansi	A	Up to 6.3 MVA, 33 kV Class
				Kirloskar	Pune	A	Up to 4.0 MVA, 33 kV Class
				Voltamp	Savli	A	Up to 3.25 MVA, 33 kV Class
				PETE Hammond	Hyderabad	A	Up to 95 KVA, 33 kV Class

Under Sub Supplier approval status as per NTPC column:

A: mean that manufacturer proposed main contractor for this items is acceptable to NTPC.

CA: mean that manufacturer proposed by main contractor is acceptable to NTPC with certain conditions

		PROJECT : 21 MW GANDHAR SOLAR PHOTO VOLTAIC PROJECT IN GUJARAT PACKAGE : DEVELOPMENT OF 21 MW GANDHAR SOLAR PHOTO VOLTAIC PROJECT IN GUJARAT CONT. NO. :			INDICATIVE VENDOR LIST		DOC NO. : BID DOC. NO: RECS-5734-004(R)-9 REVISION NO. 00 DATE : 09.08.2017 PAGE : 29
Sl. No.	ITEM	QP / INS CAT.	QP No. -	ACCEPTABLE SUPPLIER AS PER DATABASE	PLACE	SC APPL STATUS	REMARKS

DR-mean that manufacturer proposed by main contractor for the items will be assessed by NTPC. Main contractor is obliged to procure the item from “DR” category manufacturer only after written approval from NTPC

Under QP / INSPN CATEGORY column:

CAT-I : For these items the Quality Plans approved by NTPC & final acceptance will be on physical inspection & witness by NTPC

CAT-II : For these items the Quality Plans approved by NTPC. However no physical inspection shall be done by NTPC. The final acceptance by NTPC shall be on basis of verification of documents as per approved QP

CAT-III : For these items Main supplier approves the Quality Plans. The final acceptance by NTPC shall be on basis of certificate of conformance by the main supplier.

General Notes:

- 1) Vendor list & category of the mandatory spares shall be as mentioned above.
- 2) For item not appearing in the above list, Main Contractor to approach NTPC for acceptable vendors & inspection categorization of the same.
- 3) NTPC Approval conditions to above identified vendors shall be adhered to. Vendor’s approval conditions will be informed on specific request of Main Contractor.

Note-1- “TYPE TEST REPORT AS PER EN 50521” OR “VDE / CE / UL / CSA MARKING CERTIFICATION PREFERABLY FROM THIRD PARTY AGENCY” OR “BIS APPROVAL LETTER” SHALL BE SUBMITTED FOR NTPC’S VERIFICATION /INFORMATION.

Note-2-

Category of inspection for Instrumentation cable/LT Cable(Power & controls) :

TOTAL CONTRACT QUANTITY PER SIZE	CATEGORY OF INSPECTION
LESS THAN EQUAL TO 1KM PER SIZE/TYPE	CAT-III AND SUBMISSION OF TC AND CERTIFICATE OF CONFORMANCE BY MAIN CONTRACTOR
TOTAL QUANTITY UPTO 2.5 KM PER SIZE/TYPE	CAT-II



**PROJECT : 21 MW GANDHAR SOLAR PHOTO VOLTAIC
PROJECT IN GUJARAT**

**PACKAGE : DEVELOPMENT OF 21 MW GANDHAR SOLAR
PHOTO VOLTAIC PROJECT IN GUJARAT**

CONT. NO. :

INDICATIVE VENDOR LIST

DOC NO. : BID DOC. NO: RECS-5734-004(R)-9

REVISION NO. 00

DATE : 09.08.2017

PAGE : 30

Sl. No.	ITEM	QP / INS CAT.	QP No. -	ACCEPTABLE SUPPLIER AS PER DATABASE	PLACE	SC APPL STATUS	REMARKS
------------	------	---------------------	----------	--	-------	-------------------	---------

TOTAL QUANTITY MORE THAN 2.5 KM PER SIZE/TYPE	CAT-I
---	-------

Category of inspection for HT cables

TOTAL CONTRACT QUANTITY PER SIZE/TYPE	CATEGORY OF INSPECTION
LESS THAN EQUAL TO 500 M	CAT-III
GREATER THAN 500 M	CAT-I

Note-3-

FOR CABLE TRAYS THE CATEGORY OF INSPECTION SHALL BE AS FOLLOWS

TOTAL CONTRACT QUANTITY PER SIZE /TYPE	CATEGORY OF INSPECTION
LESS THAN EQUAL TO 1KM	CAT-III AND SUBMISSION OF TC AND CERTIFICATE OF CONFORMANCE BY MAIN CONTRACTOR
GREATER THAN 1 KM AND LESS THAN EQUAL TO 5 KM	CAT-II
GREATER THAN 5 KM	CAT-I

FOR CABLE TRAYS SUPPORT SYSTEM:

THE CATEGORY OF INSPECTION SHALL BE AS FOLLOWS

TOTAL CONTRACT QUANTITY PER TYPE	CATEGORY OF INSPECTION
LESS THAN EQUAL TO 1KM OF SUPPORT CHANNEL	CAT-III AND SUBMISSION OF TC AND CERTIFICATE OF CONFORMANCE BY MAIN CONTRACTOR



**PROJECT : 21 MW GANDHAR SOLAR PHOTO VOLTAIC
PROJECT IN GUJARAT**

**PACKAGE : DEVELOPMENT OF 21 MW GANDHAR SOLAR
PHOTO VOLTAIC PROJECT IN GUJARAT**

CONT. NO. :

INDICATIVE VENDOR LIST

DOC NO. : BID DOC. NO: RECS-5734-004(R)-9

REVISION NO. 00

DATE : 09.08.2017

PAGE : 31


Sl. No.	ITEM	QP / INS CAT.	QP No. -	ACCEPTABLE SUPPLIER AS PER DATABASE	PLACE	SC APPL STATUS	REMARKS
---------	------	---------------	----------	-------------------------------------	-------	----------------	---------

GREATER THAN TO 1KM AND LESS THAN 5 KMS OF SUPPORT CHANNEL	CAT-II
GREATER THAN TO 5KM OF SUPPORT CHANNEL	CAT-I

TOTAL CONTRACT QUANTITY PER SIZE / TYPE	CATEGORY OF INSPECTION
LESS THAN EQUAL TO 500 NOS. OF CANTILEVER ARMS	CAT-III AND SUBMISSION OF TC AND CERTIFICATE OF CONFORMANCE BY MAIN CONTRACTOR
GREATER THAN TO 500 NOS. AND LESS THAN 2500 NOS CANTILEVER ARMS	CAT-II
GREATER THAN TO 2500 NOS. CANTILEVER ARMS	CAT-I

Note-4-

1. M/s M J Engg, Delhi 2. M/s Jamna Metal, Delhi 3. M/s A.V. Engg, Kolkata 4. M/s Inar Profiles, Vishakapatnam 5. M/s Anand Udyog, Mumbai 6. M/s Techno Engg, Chandigarh 7. M/S Steelite Engg, Mumbai	8. M/s National Galvanizer, Kolkata 9. M/s Unistar Galvanizer, Kolkata 10. M/s B.P. Project. Kolkata 11. M/s Bajaj Pune 12. M/s Electrocure Industries, Mumbai 13. M/s B.G. Shirke, Pune 14. M/s Gurpreet Galvanizer, Hyderabad	15. M/s Sigma, Mumbai 16. M/s Radhakrishnan Shetty, Chennai 17. Karamtara Mumbai 18. Poona Galvanizers Pune 19. Neha Galvanizer- Kolkata 20. Unitech Fabricators & Galvanizers- Hoogly 21. Patny Systems- Mehdak	22. Indian Gratings, Pune 23. Encorp Power trans PVT Ltd, Palghar 24. Reliable Sponge, Kalunga 25- Rukmani Fab & Gal- Howrah
---	---	--	---

		PROJECT : 21 MW GANDHAR SOLAR PHOTO VOLTAIC PROJECT IN GUJARAT PACKAGE : DEVELOPMENT OF 21 MW GANDHAR SOLAR PHOTO VOLTAIC PROJECT IN GUJARAT CONT. NO. :			INDICATIVE VENDOR LIST		DOC NO. : BID DOC. NO: RECS-5734-004(R)-9 REVISION NO. 00 DATE : 09.08.2017 PAGE : 32
Sl. No.	ITEM	QP / INS CAT.	QP No. -	ACCEPTABLE SUPPLIER AS PER DATABASE	PLACE	SC APPL STATUS	REMARKS

Note-5:

a. Raw material & Bought Out components for main equipment will be finalized with vendor identified by Main Contractor.

Note-6: “VDE / CE / UL / CSA MARKING CERTIFICATION PREFERABLY FROM THIRD PARTY AGENCY” OR “BIS APPROVAL LETTER” SHALL BE SUBMITTED FOR NTPC’s VERIFICATION /INFORMATION.

Note-7: CCTV Components consists of Camera with motorized zoom lens, Enclosure, Pan Tilt arrangement, Matrix Switcher, Key Board with LCD, Digital Video Recorder, Monitor, Receiver Driver Unit, Code Distribution unit, Amplifier etc. shall be supplied from the principal manufacturer of CCTV and shall be identical make. Other than this item can be supplied from Indigenous local source approved by NTPC or Principal Manufacturer's approved source.

Note-8:

8.1 Raw material & bought out components for main equipment will be finalized with vendor identified by Main Contractor.

8.2 For Auxiliary Transformers (Oil Filled & Dry Type- below 1.0 MVA, 11 KV Class):

a. Main Contractor’s approved sub-vendors will also be acceptable subject to sub-vendor shall have minimum two years of supply experience for similar rating & type of transformers.

b. NTPC will review the Routine Test Inspection Report, witnessed by Main Contractor as per IS 2026/IS 1180 for Oil Filled Transformer and as per IS 11171 for Dry type Transformer

NTPC APPROVED VENDOR LIST-2

SI No	Equipment	Make	Make	Make	Make
1	Auxiliary Transformer	Kalpa Electricals	Icon Engineers	Toshibha	
2	LT Cable	Havells	Polycab	KEC	Special
3	LT Switchgear	Pyrotech Electronics			
4	UPS	Fuji Electric			
5	Lightining protection	Alleid Power Solutions			



ಭಾರತ್ ಹವಿ ಎಲೆಕ್ಟ್ರಿಕಲ್ಸ್ ಲಿಮಿಟೆಡ್
भारत हेवी इलेक्ट्रिकल्स लिमिटेड



Bharat Heavy Electricals Limited

(A Government of India Undertaking)

ELECTRONICS DIVISION

P. B. No. 2606, Mysore Road, Bengaluru - 560 026

SCPV: BOS: ITB-Rev 05

INSTRUCTIONS TO BIDDERS

Bidder is requested to read the instructions carefully and submit their quotation taking into consideration of all the points:

A. GENERAL INSTRUCTIONS:

1. Any Purchase Order resulting from this enquiry shall be governed by the Instructions to Bidders (document reference: SCPV:BOS:ITB-Rev 05), General Conditions of Contract (document reference: SCPV: BOS: GCC-Rev 04) and Special Conditions of Contract, if any, of the enquiry.
2. Any deviations from or additions to the "General Conditions of Contract" or "Special Conditions of Contract" require BHEL's express written consent. ***The general terms of business or sale of the Bidder shall not apply to this tender.***
3. Bidders (Also includes 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 Section-12, under Section-B).
4. Regret letter (either through post or by mail or by EPS) indicating reasons for not quoting must be submitted without fail, in case of non-participation in this tender. Supplier shall be liable for removal as a registered vendor of BHEL when the supplier fails to quote against four consecutive tender enquiries for the same item or all enquiries in last two years for the same item, whichever is earlier.
5. Procurement directly from the manufacturers is preferred. However, if the OEM/ Principal insist on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. Agent/Representative authorized by the OEM/Principal in turn cannot further sub authorize any other firm for submitting the offer or for placement of order.

In case bids are received from the manufacturer/ supplier and his agent, bid received from the agent shall be ignored.

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 the following documents:

- (a) Authorization letter to quote and negotiate on behalf of such foreign-based bidder. (Annexure- AF)
- (b) Undertaking from such foreign based bidder that such contract will be honored and executed according to agreed scope of supply and commercial terms and conditions.
- (c) Undertaking shall be furnished by the Indian representative stating that the co-ordination and smooth execution of the contract and settlement of shortages/damages/replacement/repair of imported scope till the Equipment/ System is commissioned and handed over to customer will be the sole responsibility of the Indian representative/associates/agent/liaison office.
- (d) Refer **Annexure I** on “Guidelines for Indian Agents”.
- (e) In case, The Principal manufacturer decides not to quote directly to BHEL and authorized his representative to quote, the format attached as per annexure duly signed and sealed by authorized signatory and the same shall be attached along with offer.

8. (A) In case it is specified in the SCC as the terms of delivery DDP (delivery duty paid) , FOR destination to site, door delivery at site which means material cost, insurance, customs duty, safe guard duty (SGD) or any other taxes, duties, levies etc air freight sea freight customs handling charges inland transport from port to destination to vendor account.

(B) In case of imported scope of supply, (Not Covered in clause 8 A) customs clearance & customs duty payment will be to BHEL account after the consignment is received at Indian Airport /Seaport. Bidders must provide all original documents required for completing the customs clearance along with the shipment. Warehousing charges due to incomplete or missing documentation will be to supplier's account. All offers for imported scope of supply by air, must be made from any of the gateway ports (within the country) indicated (Refer Annexure II).

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: http://www.bhel.com/vender_registration/vender.php
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, certificates, information to BHEL or if they tamper with tendering procedure affecting the ordering process or fail to execute a contract, or rejection of 3 consecutive supplies or if their firms / works are under strike/lockout for a long period. Bidder may refer “Guidelines for Suspension of Business Dealings with Suppliers/ Contractors” available on www.bhel.com for more details.
11. The bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to BHEL Fraud Prevention

Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to your notice.

12. Offers to be submitted in English Language only.
13. For this procurement, the local content to categorize a supplier as a Class-I local supplier/ Class-II local supplier/ Non-local supplier and purchase preference to Class-I local supplier, is as defined in Public procurement (Preference to Make in India), Order 2017 dated **16.09.2020** issued by DPIIT. In case of subsequent Orders issued by the Nodal Ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of price bid/s against this NIT.

Any Indian Bidder intending to avail the benefits shall submit the requisite documents as per the aforesaid orders. The self declaration for Make in India or CA certificate for Make in India as per Annexure S/CA to be attached with the offer.

14. The Bidder shall mandatorily submit Declaration as mentioned below, under Rule 144(xi) of General Financial Rules, 2017 amendment dt 23.07.2020 issued by Ministry of Finance, Govt. of India. The declaration to be submitted on Company Letter head duly signed and sealed by authorised signatory, for ascertaining the eligibility of offer in the tender.

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.”

(Where applicable, evidence of valid registration by the Competent Authority shall be attached).

The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).

Refer Annexure-X for ‘Restrictions under Rule 144(Xi) of General Financial Rules, 2017 amendment dt: 23.07.2020’.

B. GUIDELINES FOR PREPARATION OF OFFER:

1. Quotation shall be submitted in Single Part Bid, Two Part Bid or Three Part Bid, as called for in the tender:
 - **SINGLE PART BID:** Technical and Commercial Bid with prices along with price summary & filled in BHEL Standard Commercial terms and conditions in a single sealed envelope.
 - **TWO PART BID:** Unpriced offer i.e. “Techno-commercial Bid” with filled in BHEL Standard Commercial terms and conditions in a sealed envelope **along with the copy of the “Price Bid” without the prices** should be enclosed in one cover and the cover must be super scribed **“Techno-commercial offer)** and Priced offer i.e.

“Price Bid” containing price summary in a separate sealed envelope and must be superscribed **“Price Bid”**. Both these envelopes shall be enclosed in a single sealed envelope superscribed with enquiry number, due date of tender and any other details as called for in the tender document.

- **THREE PART BID:** Pre-qualification Bid (Part-I), Techno Commercial Bid with filled in BHEL Standard Commercial terms and conditions (Part-II), and Price Bid (Part-III). All three envelopes shall be enclosed in a single sealed envelope superscribed with enquiry number, due date of tender and any other details as called for in the tender document.

If any of the offers (Part I, Part II or Part III) are not submitted before the due date and time of submission (or) if any part of the offer is incomplete, the entire offer of the bidder will be rejected.

2. Supplier shall ensure to superscribe each envelope with RFQ number, RFQ Date, RFQ Due date and time, Item Description and Project clearly & boldly. Also mention on the envelope whether it is “Techno Commercial Bid” or “Price Bid” or “Pre-Qualification Bid”. Please ensure complete address, department name and purchase executive name is mentioned on the envelope (before dropping in the tender box or handing over) so that the tender is available in time for bid opening.
3. BHEL standard Commercial Terms and Conditions (duly filled, signed & stamped) must accompany Technical-Commercial offer without fail and should be submitted in original only.

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

4. Validity: Unless otherwise specified in SCC (special commercial conditions of contract), the offer will be valid for a period of 90 days from the date of part-I bid opening and in case of Negotiation/Counter-offer/Reverse Auction, price validity will apply afresh for a period of 60 days from the date of according final price by bidder (or) upto original validity period, whichever is later.
5. Any of the terms and conditions not acceptable to supplier, shall be explicitly mentioned in the Techno-Commercial Bid. If no deviations are brought out in the offer it will be treated as if all terms and conditions of this enquiry are accepted by the supplier without deviation.
6. Deviation to this specification/item description, if any, shall be brought out clearly indicating “DEVIATION TO BHEL SPECIFICATION” without fail, as a part of Techno-Commercial Bid. If no deviations are brought out in the offer it will be treated as if the entire specification of this enquiry is accepted without deviation.
7. Suppliers shall submit one set of original catalogue, datasheets, bill of materials,

dimensional drawings, mounting details and/or any other relevant documents called in purchase specification as part of Technical Bid. Approximate Packing dimension to be indicated in offer_(L)_ft x_(B)___ft x_(H)_ft, in case of ODC Load. Consignment beyond the dimension_(L)40_ft x_(B)8_ft x_(H)8_ft to be indicated in Offer.

8. "Price Bid" shall be complete in all respects containing price break-up of all components along with all applicable taxes and duties, Packing and forwarding charges, freight charges (if applicable) etc. Once submitted, **NO** modification / addition / deletion will be allowed in the "Price Bid." Bidders are advised to thoroughly check the unit price, total price to avoid any discrepancy.
9. In addition, bidder shall also quote for erection & commissioning charges/erection supervision & commissioning charges (E&C service charges), documentation charges, testing Charges (type & routine), training charges etc. as applicable along with corresponding tax. The price summary must indicate all the elements clearly.
10. Wherever applicable, bidders should indicate "Lumpsum" Erection and Commissioning (or) Erection Supervision and Commissioning charges, as applicable (including To & Fro Fare, Boarding, Lodging, Local Conveyance etc.) for carrying out E&C activity and further handing over to customer. The quotation shall clearly indicate scope of work, likely duration of commissioning, pre-commissioning checklist (if any).
11. Wherever bidders require PAC (Project Authority Certificate)/applicable certificates for import of raw materials, components required for MNRE, DECC, EPCG Power Projects, Export Projects or other similar projects wherein supplies are eligible for customs duty benefits, lists and quantities of such items and their values (CIF) has to be mentioned in the offer. Prices must be quoted taking into account of such benefits.
12. Prices should be indicated in both figures & words. Bid should be free from correction/overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid will be rejected. Any typographical error, totalling mistakes, currency mistake, multiplication mistake, summing mistakes etc. observed in the price bids will be evaluated as per **Annexure III** "Guidelines for dealing with Discrepancy in Words & Figures – quoted in price bid" and BHEL decision will be final.
13. Documents submitted with the offer shall be signed and stamped in each page by authorized representative of the bidder. However, scanned copy to be attached in E-Procurement System (EPS).

C. GUIDELINES FOR OFFER SUBMISSION:

The under-mentioned clauses 1, 2 & 3 will not be applicable for EPS tenders.

1. Offers / Quotations must be dropped in tender box before 13.00 Hrs. on or before due date mentioned in RFQ. The offers are to be dropped in the proper slot of the Tender Box kept in 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.

2. E-Mail/ Internet/EDI offers received in time shall be considered only when such offers are complete in all respects. In case of offers received through E-mail, please send the offer to the email ID specified in the SCC document of the tender.
3. Offers of Vendors who already have a valid Technical/Commercial MOU with BHEL-EDN for the items of the RFQ shall mention the relevant MOU reference no. and give only such other details not covered in the MOU.
4. In cases where tender documents are bulky, or due to some reasons tender documents are required to be submitted by hand or through posts/couriers, the offers are to be handed over either of the two purchase officers whose names are mentioned in the SCC document of tender RFQ.
5. Tenders will be opened on due date, time and venue as indicated in the RFQ in the presence of bidders at the venue indicated in the RFQ. For EPS tenders, e-mail notifications will be automatically generated and forwarded to registered e-mail ID/s of bidders during opening of tenders.
6. Bidder will be solely responsible:
 - (a) For submission of offers before due date and time. Offers submitted after due date and time will be treated as "Late offers" and will be rejected.
 - (b) For 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 etc., suppliers are fully responsible for lack of secrecy on information and ensuring timely receipt of such offers in the tender box before due date & time (This clause will not be applicable for EPS tenders).

The above indicated submission of Offers as mentioned in points 6(a) to 6(d) is applicable for tenders that are not floated through EPS.

- (e) In case of e-tender, all required documents should be uploaded before due date and time. Availability of power, internet connections, system/software requirements etc. will be the sole responsibility of the bidder. Wherever assistance is needed for submission of e-tenders, help-line numbers as available in the web-site of service provider of BHEL may be contacted.

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

D. PROCESSING OF OFFERS RECEIVED:

1. Any discount/ revised offer submitted by the supplier on its own shall be accepted provided it is received on or before the due date and time of offer submission (i.e.

Part-I bid). The discount shall be applied on pro-rata basis to all items unless specified otherwise by the bidder.

2. Changes in offers or Revised offers given after Part-I bid opening shall not be considered as a part of the original offer unless such changes/revisions are requested by BHEL. In case of withdrawal of any Technical/Commercial deviation(s) by the bidder before opening of price bids/conducting the Reverse Auction, revision of price/impact bid will not be accepted.
3. In case there is no change in the technical scope and/ or specifications and/ or commercial terms & conditions, the supplier will not be allowed to change any of their bids after Technical bids are opened (after the due date and time of tender opening).
4. In case of changes in scope and/ or technical specifications and/ or commercial terms & conditions by BHEL and it accounts for price implications from bidders, all techno-commercially acceptable bidders shall be asked by BHEL (after freezing the scope, technical specifications and commercial terms & conditions) to submit the impact of such changes on their price bid. Impact price will be applicable only for changes in technical specification / commercial conditions by BHEL. The impact price must be submitted on or before the cut-off date specified by BHEL and the original price bid and the price impact bid will be opened together at the time of price bid opening. Impact price means only for those which have been impacted by addition/deletion/changes in the technical specification or commercial conditions. The impact may be +/- incremental value of the currency in which originally quoted.
5. Un-opened bids (including price bids) will be returned to the respective bidders after release of Purchase order and order acknowledgement. Regarding Offers for EPS tenders that get rejected on PQC/ techno-commercial grounds, the bids for the subsequent parts will not be opened i.e., both technical bid and price bid (Parts-II & III) will not be opened in case of rejection on PQC ground and price bid (Part-II/Part-III, as applicable) will not be opened in case of rejection on techno-commercial ground.
6. After receipt of Purchase Order, supplier should submit required documents viz., specified drawings, bill of materials, datasheets, catalogues, quality plan, test procedure, type test report, O & M Manuals and/or any other relevant documents as per Specification/Purchase Order, as and when required by BHEL/Customer.
7. Any deviation to the terms and conditions not mentioned in the quotation by supplier in response to this enquiry will not be considered, if put forth subsequently or after issue of Purchase Order, unless clarification is sought for by BHEL and agreed upon in the Purchase Order.
8. Evaluation shall be on the basis of delivered cost (i.e. "Total Cost to BHEL"), as per RFQ terms.
"Total Cost to BHEL" shall include total basic cost, packing & forwarding charges, taxes and/or duties (as applicable), freight charges, taxes on Services, customs clearance charges for imported items, any other cost indicated by bidder for

execution of the contract and loading factors (for non-compliance to BHEL Standard Commercial Terms & Conditions). Benefits arising out of Nil Import Duty on DEEC, EPCG, MNRE projects, DFIA Projects, Physical Exports or such 100% exemptions (statutory benefits), project imports, customer reimbursements of statutory duties (like Basic Customs Duty and cess on customs duty), Input tax credits as applicable will also be taken into account for arriving at the Total cost to BHEL (wherever applicable and as indicated in SCC document of tender).

For EPS tenders, it shall be noted that the prices (including discounts) vis-a-vis currency quoted in EPS portal only will be considered as Final for the purpose of evaluation of the lowest bidder. Bidder shall ensure to indicate the applicable taxes against each line item in online portal, failing to which the same will be considered as inclusive/NIL.

In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.

9. For evaluation of offers in foreign currency, the exchange rate (TT selling rate of SBI) shall be taken as under:

Single part bids	:	Date of tender opening
Two/three part bids	:	Date of Part-I bid opening
Reverse Auction	:	Date of Part-I bid opening

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

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

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

E. INFORMATION ON PAYMENT TERMS:

1. All payments will be through Electronic Fund transfer (EFT). Vendor has to furnish necessary details as per BHEL standard format (**Refer Annexure IV**) for receiving all payments through NEFT. (Applicable for Indian vendors only).
2. In case of High Sea Sales transaction, customs clearance of the consignment landed on Indian Sea/Air ports will be done by BHEL based on the original HSS documents provided by vendors. All warehousing charges due to delay in submission of complete and or correct HSS documents to BHEL will be to supplier's account only. Such recovery will be made out of any of the available bills (**Refer Annexure V**).
3. Statutory deductions, if any, will be made and the deduction certificate shall be

issued.

A. In case vendor does not provide PAN details, the TDS deduction shall be at the maximum percentage stipulated as per the provisions of Income Tax Act.

In addition to the above, Foreign vendors shall also submit relevant details of their bankers like Swift Code, Banker's Name & Address etc.

B. TDS deduction as per section 51 of CGST Act, 2017 shall be applicable as per Gazette Notification No. 50/2018-Central Tax, Dated: 13th September 2018 and subsequent notification/s, as and when released by Govt. authorities.

4. Incomplete documentation will not be accepted. Delayed submission of invoice / documents may result in corresponding delay in payment. In this connection, request to also refer clause: G about invoicing & payment formalities under GST regime. Applicable documents shall be submitted to the purchaser at the time of execution of supplies/services for availing GST input credits.

F. STANDARD PAYMENT TERMS OF BHEL-EDN:

<u>PURCHASE ORDERS FOR:</u>	<u>SUPPLY WITH SERVICE(S)</u>	<u>SUPPLY ONLY</u>
<u>INDIGENOUS PROCUREMENT</u>	<p>a. 80% of basic supply value+100% taxes 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.</p> <p>b. 10% of basic supply value will be paid on completion of I&C against submission of supplementary invoice with proof of completion of I&C along with I&C charges (if Any)</p> <p>c. Balance 10% (retention money) against submission of supplementary invoice along with PBG valid for Warranty Period+ 3 months claim period from BHEL Consortium Bank</p> <p>d.I&C/Supervision: 100% on completion of I&C/Supervision and certification line item wise on prorata basis with 15 days credit from the date of submission of complete set of documentation</p> <p>e.O&M: 100% O&M Charges are payable as per RFQ terms against report certified by BHEL with 15 days credit from the date of submission of complete set of documentation</p>	<p>f. 100% of PO value with taxes and freight will be paid in 45 days from the date of dispatch or 15 days 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.</p>

	<p><u>Note:</u> In case PBG is not furnished, only 90% payment will be released against 100% claim without the consent of Vendor. This 10% basic amount withheld towards PBG will be paid either against submission of supplementary invoice & Original PBG (or) against supplementary invoice without PBG after expiry of Warranty period.</p>	
<u>IMPORT PROCUREMENT</u>	<p>g. 80% of basic supply value(excluding I&C charges) will be paid will be paid with 45 days credit against sight draft from the date of AWB/BOL on submission of complete set of documents as n PO.</p> <p>h. 10% of basic supply value will be paid on completion of I&C against submission of supplementary invoice with proof of completion of I&C along with I&C charges (if Any)</p> <p>i. Balance 10% (retention money) against submission of supplementary invoice along with PBG valid for Warranty Period+ 3 months clam period from BHEL Consortium Bank</p> <p><u>Note:</u> In case PBG is not furnished, only 90% payment will be released against 100% claim without the consent of Vendor. This 10% basic amount withheld towards PBG will be paid either against submission of supplementary invoice & Original PBG (or) against supplementary invoice without PBG after expiry of Warranty period.</p>	<p>j. 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 + 3months claim period from BHEL consortium bank if applicable.</p>
<u>HIGH-SEA SALES PROCUREMENT</u>	<p>k. 100% of basic value will be paid in 45 days from the date of signing of High Sea Sale agreement or 15 days from the date of submission of complete set of documentation, whichever is later</p> <p><u>Note:</u> In case PBG is not furnished, only 90% payment will be released against 100% claim without the consent of Vendor. This 10% basic amount withheld towards PBG will be paid either against submission of supplementary invoice & Original PBG (or) against supplementary invoice without PBG after expiry of Warranty period.</p>	<p>l. 100% of basic value will be paid in 45 days from the date of signing of High Sea Sale agreement or 15 days from the date of submission of complete set of documentation, whichever is later.</p>

1. Erection and Commissioning:

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

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

2. Erection Supervision and Commissioning:

Evaluation methodology: Unless and otherwise specified in SCC, E&C charges should not be less than 5% of the main supply value. In case the quoted total E&C value is less than 5% of the main supply value, BHEL shall evaluate Bidders Price deducting differential amount from main supply price proportionally from all items and apportioning towards E&C charges.

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

3. Comprehensive Annual Maintenance Contract:

Evaluation methodology: Unless and otherwise specified in SCC, CAMC will be applicable for a period of 04 years from the date of expiry of warranty period (or) from the date of completion of commissioning of equipment, whichever is later and the total CAMC value should not be less than 20% of the main supply value. In case the quoted total CAMC value is less than 20% of the main supply value, BHEL shall evaluate Bidders Price deducting differential amount from main supply price proportionally from all items and apportioning towards CAMC charges.

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

4. Terms of Payment for Training: 100% payment will be made in 45 days from the date of completion of Training or 15 days from the date of submission of complete set of invoice along with documentary evidence, whichever is later.**LOADING FACTORS FOR DEVIATION IN PAYMENT TERMS (APPLICABLE FOR IMPORT PROCUREMENT ONLY):**

- (i) For offers received with Sight draft payment term in place of Usance draft, loading applicable will be 1.0% of basic value.
- (ii) For offers received with Letter of Credit payment term with Usance of 45 days, loading applicable will be 2.5% of basic value.

Additional loading of 2% will be applicable for payment term as Letter of Credit at Sight.

5. Any payment term with credit period of less than 45 days for indigenous supply/HSS and any other variation of payment terms are liable for rejection.
6. Standard payment terms indicated in Clauses: **F (a), (b), (c), (d), (e), (f), (g), (h), (i) & (j) ,(k),(l) will** not attract any loading.

Note 1: Basic value of Purchase Order mentioned above will include all components of the purchase order and will exclude only taxes, duties, freight, training charges, E&C and AMC charges (wherever applicable). Wherever the Purchase Order is split into import portion and indigenous portion of supply, minimum % to be quoted for Services, wherever mentioned, will be of both purchase order values put together.

Note 2: In case of multiple packages/units in a power plant, payment of E&C charges will be processed on pro-rata basis.

Note 3: No deviation will be permitted from the duration of Guarantee/Warranty and/or Comprehensive Annual Maintenance Contract period specified in SCC.

G. Terms & Conditions to be complied under GST regime:

1. All invoices to contain BHEL-EDN (buyer) GSTIN number: 29AAACB4146P1ZB. However, for CGST +SGST/UGST billing outside the state of Karnataka, invoice has to be generated with BHEL's Nodal Agency GSTIN number. Address of Nodal Agency along with GSTIN number will be provided by BHEL at the time of issuing dispatch clearance.
2. The Bidder shall mention Bidder's GSTIN number in all quotations and Invoices submitted.
3. The Bidder shall also mention HSN (Harmonized System of Nomenclature) / SAC (Services Accounting Code) mandatorily in all quotations and invoices submitted.
4. Invoice submitted should be in the format as specified under GST Laws viz., all details as mentioned in Invoice Rules like GST registration number(GSTIN), invoice number with date of issue, quantity, rate, value, taxes with nomenclature – CGST, SGST, UGST, IGST mentioned separately, HSN Code / SAC Code etc. Invoice should be submitted in original for buyer plus duplicate for credit availment.
5. Payment of GST to Vendor will be made only if it is matching with data uploaded by the Vendor in GST portal.
6. For invoices paid on Reverse charge basis – “Tax payable on reverse charge basis” to be mentioned on the invoice.
7. In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount will be recoverable from vendor along with interest levied/ leviable on BHEL.
8. In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL

towards such ITC reversal as per GST law will be recoverable from vendor/contractor along with interest levied/leviable on BHEL.

9. Vendor should intimate BHEL immediately on the same date of invoicing without any delay.
10. In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the supplies, within the calendar month notified by BHEL.
11. Bidders to note that Rules & Regulations pertaining to E-way bill system are to be strictly adhered to, as and when notified by Govt. authorities.

H. Performance bank guarantee (PBG):

Performance bank guarantee (PBG) will be applicable as called in the tender documents. Unless otherwise specified in the SCC, the PBG against performance of the contract shall be valid for a period of 24 months from the date of dispatch of goods + claim period of 03 months, for a value equal to 10 % of the basic value of the purchase order which will include all components of the purchase order and will exclude only taxes, duties, freight, training charges, E&C and AMC charges (wherever applicable).

1. The BG issued in Indian Rupees by Banks in India is to be executed on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Bank issuing the guarantee.
2. No deviation for the duration and value of PBG will be permitted.
3. PBG shall be from any of the BHEL consortium of bankers (**refer Annexure VI**).
4. PBGs from nationalized banks are also acceptable.
5. PBG should be sent directly by the bank to the dealing executive mentioned in the purchase order located at the address mentioned in the purchase order.
6. PBG should be in the format specified (**refer Annexure VII**). No deviation to this format will be allowed. However, in case BHEL changes the PBG format, bidder shall honor the same.
7. Bank Guarantee should be enforceable in Bangalore.
8. In Case of Bank Guarantees submitted by Foreign Vendors-
 - a. From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India) can be accepted subject to the condition that the Bank Guarantee should be enforceable in Bangalore.
 - b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor Country's Bank)

b.1 Please note that Bank Guarantee issued by any of the Consortium Banks only will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favor of the Indian Bank's (BHEL's Consortium Bank) branch in India. It shall be noted that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor.

b.2 In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at sl.no. b.1 is required to be followed.

b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time).

9. Expired PBGs will be returned only after expiry of the claim period.

10. PBG shall not be applicable for spares.

I. PROVISIONS APPLICABLE FOR MSE VENDORS (MICRO AND SMALL ENTERPRISES) :

Benefits/facilities as applicable for Micro and Small Enterprises (MSEs) shall be available to MSEs registered with Government designated authorities as per the Purchase & Price Preference Policy of the Government subject to them becoming eligible otherwise.

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 the Udyog Aadhaar Memorandum (UAM) /UDYAM Registration certificate along with attested copy of a CA certificate (Annexure VIII) applicable for the relevant financial year (latest audited) along with the tender documents in the Part-I bid to avail the applicable benefits.

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

Documents have to be notarized/attested by a Gazetted officer and must be valid as on the date of part I bid opening for the vendors to be eligible for the benefits applicable for MSE vendors. Please note that no benefit shall be applicable if any deficiency in the above required documents are not submitted before the price bid opening/Reverse Auction. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal.

Bidders to however note the documents that shall be furnished in order to establish credentials as MSE vendor should be as per the extant statutory requirements specified by the Ministry of Micro, Small and Medium Enterprises.

PURCHASE PREFERENCE FOR MSE VENDORS:

MSE vendors quoting within a price band of L1 + 15% shall be allowed to supply up to 25% of the requirement against this tender provided

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 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. 3% of the 25% will be earmarked for women owned MSEs.
5. 25% of the 25% (i.e., 6.25% of the total enquired quantity) will be earmarked for SC/ST owned MSE firms provided conditions as mentioned in (1) & (2) are fulfilled.
6. In case where no SC/ST category firms are meeting the conditions mentioned in (1) and (2) or have not participated in the tender, the 6.25% of earmarked quantity for SC/ST owned MSE firms will be distributed among the other eligible MSE vendors who have participated in the tender.
7. In case after the bid opening it is seen that no MSE has become L1, then depending on the nature of the item, if it is not possible to split the tendered items/quantities on account of reasons like customer contract requirements of supplying one make for a given project or technical reasons like the tendered item being a system etc., then BHEL would not counter offer the L1 prices even though there may be MSE bidders within the +15% band of L1. Such information that tendered quantity will not be split shall be indicated in the SCC.

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

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

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

K. Integrity Pact (IP):

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

A panel of independent External Monitors (IEMs) have been appointed to oversee implementation of IP in BHEL.

The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno-commercial bid. Only those Bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

- b) Please refer Section-8 of the IP for Role and Responsibilities of IEMs (Annexure IX). In case of any complaint arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender.

Note: No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department.”

L. Fraud prevention policy:

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

Annexure

Annexure I
Guidelines for Indian Agents

- **Definition of Indian Agent:** An Indian Agent of foreign principal is an individual, a partnership, an association of persons, a private or public company, that carries out specific obligation(s) towards processing of BHEL tender or finalization or execution of BHEL's contract on behalf of the foreign supplier.

In case of yes, vendor to note the following and reply accordingly:

- i. BHEL shall deal directly with foreign vendors, wherever required, for procurement of goods. However, if the foreign principal desires to avail of the services of an Indian agent, then the foreign principal should ensure compliance to regulatory guidelines - which require mandatory submission of an Agency Agreement.
- ii. It shall be incumbent on the Indian agent and the foreign principal to adhere to the relevant guidelines of Government of India, issued from time to time.
- iii. The Agency Agreement should specify the precise relationship between the foreign OEM / foreign principal and their Indian agent and their mutual interest in the business. All services to be rendered by agent/ associate, whether of general nature or in relation to the particular contract, must be clearly stated by the foreign supplier/ Indian agent. Any payment, which the agent or associate receives in India or abroad from the OEM, whether as commission or as a general retainer fee should be brought on record in the Agreement and be made explicit in order to ensure compliance to laws of the country.
- iv. Any agency commission to be paid by BHEL to the Indian agent shall be in Indian currency only.
- v. Tax deduction at source is applicable to the agency commission paid to the Indian agent as per the prevailing rules.
- vi. In the absence of any agency agreement, BHEL shall not deal with any Indian agent (authorized representatives / associate / consultant, or by whatever name called) and shall deal directly with the foreign principal only for all correspondence and business purposes.
- vii. The "Guidelines for Indian Agents of Foreign Suppliers" enclosed at annexure - 'A' shall apply in all such cases.

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

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

—X—

Vendor's Signature with Seal

Guidelines for Indian Agents of Foreign Suppliers

- 1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with BHEL shall apply for registration in the registration form in line with SEARP.
- 1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the Principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/ remuneration/ salary/ retainerhip being paid by the principal to the agent before the placement of order by BHEL.
- 1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.
- 2.0 **Disclosure of particulars of agents/ representatives in India, if any.**
- 2.1 Tenderers of Foreign nationality shall furnish the following details in their offers:
 - 2.1.1 The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the agents/ representatives in India if any and the extent of authorization and authority given to commit the Principals. In case the agent/ representative be a foreign Company, it shall be confirmed whether it is existing Company and details of the same shall be furnished.
 - 2.1.2 The amount of commission/ remuneration included in the quoted price(s) for such agents/ representatives in India.
 - 2.1.3 Confirmation of the Tenderer that the commission/ remuneration, if any, payable to his agents/ representatives in India, may be paid by BHEL in Indian Rupees only.
- 2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:
 - 2.2.1 The Bidder(s)/ Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any, indicating their nationality as well as their status, i.e. whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/ representatives.
 - 2.2.2 The amount of commission/ remuneration included in the price (s) quoted by the Tenderer for himself.
 - 2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/ remuneration, if any, reserved for the Tenderer in the quoted price(s), may be paid by BHEL in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.
- 2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/ remuneration, if any payable to the agents/ representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
- 2.4 Failure to furnish correct and detailed information as called for in paragraph 2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by BHEL. Besides this there would be a penalty of banning business dealings with BHEL or damage or payment of a named sum.

ANNEXURE - II
LIST OF INTERNATIONAL GATEWAY AIRPORTS

For air based consignment, terms of delivery will be on FCA basis from following listed airports only. Vendors are requested to verify this list for use before submission of offer.

SCHEDULE NO	COUNTRY	CURRENCY CODE	AIRPORT
D01	UK	GBP	LONDON (HEATHROW)
D02	UK	GBP	NEW CASTLE
D03	UK	GBP	OXFORD, CHETLAM
D04	UK	GBP	BRISTOL, WELLINGBOROUGH
D05	UK	GBP	BIRMINGHAM
D06	UK	GBP	EAST MIDLANDS
D07	UK	GBP	MANCHESTER
D08	UK	GBP	LEEDS
D09	UK	GBP	GLASGOW
D10	FRANCE	EURO	PARIS (ROISSY) & LYON
D11	SWEDEN	EURO	STOCKHOLM
D12	SWEDEN	EURO	GOTHENBERG & MALMO
D13	ITALY	EURO	ROMA, MILAN
D14	ITALY	EURO	TURIN, BOLOGNA, FLORENCE
D15	NETHERLANDS	EURO	AMSTERDAM, ROTTERDAM
D16	AUSTRIA	EURO	VIENNA, LINZ, GRAZ
D17	BELGIUM	EURO	ANTWERP, BRUSSELS
D18	DENMARK	DKK	COPENHAGEN
D19	JAPAN	JPY	TOKYO, OSAKA
D20	SINGAPORE	SGD	SINGAPORE
D21	CANADA	CAD	TORONTO
D22	CANADA	CAD	MONTREAL
D23	USA	USD	NEW YORK, BOSTON
D24	USA	USD	CHICAGO
D25	USA	USD	SAN FRANCISCO, LOS ANGELES
D26	USA	USD	ALANTA, HOUSTON
D27	GERMANY	EURO	MUNICH, KOLN, DUSSELDORF, HANNOVER, HAMBURG, STUTTGART, DAMSTADT, MANIHIEM, NURUMBERG
D28	GERMANY	EURO	FRANKFURT
D29	GERMANY	EURO	BERLIN
D30	SWITZERLAND	SFR	BASLE, ZURICH, GENEVA
D31	SPAIN	EURO	BARCELONA
D32	AUSTRALIA	AUD	SYDNEY
D33	AUSTRALIA	AUD	MELBOURNE
D34	AUSTRALIA	AUD	PERTH
D35	CZECH	EURO	PRAGUE
D36	HONG KONG	HKD	HONG KONG
D37	NEW ZELAND	NZD	AUCKLAND
D38	RUSSIA	USD	MOSCOW
D39	SOUTH KOREA	USD	KIMPO INTERNATIONAL, INCHEON
D40	FINLAND	EURO	HELSINKI
D41	ROMANIA	EURO	BUCHAREST
D42	NORWAY	EURO	OSLO
D43	IRELAND	EURO	DUBLIN
D44	ISRAEL	USD	TEL AVIV
D45	UAE	USD	DUBAI
D46	OMAN	USD	MUSCAT
D47	EGYPT	USD	CAIRO
D48	TAIWAN	USD	TAIPEI
D49	UKRAINE	USD	KIEV
D50	CHINA	USD	SHANGHAI, SHENZHEN
D51	PHILIPINES	USD	MANILA
D52	MALAYSIA	USD	KUALALUMPUR, PE NANG
D53	CYPRUS	USD	LARNACA
D54	SOUTH AFRICA	USD	JOHANNESBURG, DURBAN
D55	SLOVAKIA	EURO	BARTISLOVA
D56	SAUDI ARABIA	SAR	RIYADH
D57	TURKEY	EURO	ISTANBUL
D58	THAILAND	USD	BANGKOK
D59	BRAZIL	USD	SAO PAULO, RIO DE JANEIRO

ANNEXURE – III
DISCREPANCY IN WORDS & FIGURES – QUOTED IN PRICE BID

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

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

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

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

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

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

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

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

BHEL Vendor / Supplier Code:

Company Name :

Permanent Account Number(PAN):

Address

City:

PINCODE

STATE

Contact Person(s)

Telephone No:

Fax No:

e-mail id:

1 Bank Name:

2 Bank Address:

3 Bank Telephone No:

4 Bank Account No:

5 Account Type: Savings/Cash Credit

6 9 Digit Code Number of Bank and branch

appearing on MICR cheque issued by Bank

7 Bank IFSC Code(applicable for NEFT)

8 Bank IFSC code(applicable for RTGS)

(Indian Financial System Code)

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

Date:

Authorised Signatory:

Designation:

Telephone No. with STD Code

Company Seal

Bank Certificate

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

Date:

(.....)

Place:

Signature

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

Bharath Heavy Electricals Ltd,

Attn:

Electronics Division, Mysore Road,

BANGALORE - 560 026

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

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

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

1. ORIGINAL HIGH SEA SALES AGREEMENT

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

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

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

4. ORIGINAL HOUSE AIR WAY BILL/ BILL OF LADING

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

5. ORIGINAL CARGO ARRIVAL NOTICE FROM FORWARDER.

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

7. ORIGINAL PACKING LIST.

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

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

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



ELECTRONICS DIVISION, BANGALORE

Annexure-VI

BHEL MEMBER BANKS (LIST OF CONSORTIUM BANKS)

Bank Guarantee (BG) shall be issued from the following banks only:

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

Note:

- All BGs must be issued from BHEL consortium banks listed above.
- This list is subject to changes. Hence vendors are requested to check this list every time before issuing BGs.
- Bank Guarantees issued by Co-operative Banks/Financial Institutions cannot be accepted under any circumstance.

Annexure-VII

BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

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

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

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

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

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

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

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

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

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

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

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

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

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

Notwithstanding anything to the contrary contained hereinabove:

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

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

For and on behalf of
(Name of the Bank)

Dated.....

Place of Issue.....

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

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

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ CONTRACT VALUE

⁵ PROJECT/SUPPLY DETAILS

⁶ BG AMOUNT IN FIGURES AND WORDS

⁷ VALIDITY DATE

⁸ DATE OF EXPIRY OF CLAIM PERIOD

Annexure – VIII
(Applicable only for MSE Suppliers)

Certificate by Chartered Accountant on letterhead

This is to certify that M/s. _____
(hereinafter referred to as 'enterprise') having P A N Number _____ and
UDYAM Registration Number _____, registered office at
_____ is falling under the
category _____ (**Micro / Small / Medium**) under MSMED Act 2006. (Copy of UDYAM
Registration Certificate to be enclosed).

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

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

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

Date:

(Signature) Name-
Membership number-

Seal of Chartered Accountant with UDIN reference

Annexure-X

Restrictions under Rule 144(xi) of General Financial Rules, 2017 amendment dt: 23.07.2020

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means :-
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose *beneficial owner* is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The *beneficial owner* for the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation--

 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.



ಭಾರತ್ ಹೆವಿ ಎಲೆಕ್ಟ್ರಿಕಲ್ಸ್ ಲಿಮಿಟೆಡ್
भारत हेवी इलेक्ट्रिकल्स लिमिटेड



Bharat Heavy Electricals Limited

(A Government of India Undertaking)

ELECTRONICS DIVISION

P. B. No. 2606, Mysore Road, Bengaluru - 560 026

SCPV: BOS: GCC- Rev 04

GENERAL COMMERCIAL CONDITIONS FOR CONTRACT

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

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

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

Definitions:

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

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

Order of Precedence:

In case of any inconsistency or contradiction between any of the documents, the order of precedence shall be Purchase Order, LOI / LOA, Special Conditions of Contract and General Conditions of Contract for commercial conditions; and specific agreement on technical conditions, RFQ/offer and specification for Technical Conditions.

Interpretation:

In the contract, except where the context requires otherwise:

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

APPLICABLE CONDITIONS:

1. **Price Basis:** All prices shall be firm until the purchase order is executed / completed in all respects. No price variations / escalation shall be permitted, unless otherwise such variations/ escalations are permitted for and agreed up on by BHEL in writing in the PO. In case Price variation/ Exchange rate variation clause if applicable, the same will be mentioned in Special Conditions of Contract (SCC), otherwise firm price only.
2. **Ordering and confirmation of Order:** Vendor shall send the order acceptance on their company letter head/ through e-mail within 1 (ONE) week from the date of receipt of Purchase Order or such other period as specified/ agreed by BHEL. BHEL reserves the right to revoke the order placed if the order confirmation differs from the original order placed. The acceptance of goods/services/supplies by BHEL as well as payments made in this regard shall not imply acceptance of any deviations.

The purchase order will be deemed to have been accepted if no communication to the contrary is received within 1 (ONE) week (or the time limit as specified/agreed by BHEL) from the date of receipt of the purchase order.

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

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

inconsistencies, inadequacies or other defects are found in the vendor's documents, they shall be corrected at his cost, notwithstanding any consent or approval.

4. Penalty:

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 issue of Manufacturing clearance along with approved document. 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 supply 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. **GST as applicable will be recovered along with penalty amount.**

- 5. Contract variations (Increase or decrease in the scope of supply):** BHEL may vary the contracted scope as per requirements at site. If vendor is of the opinion that the variation has an effect on the agreed price or delivery period, BHEL shall be informed of this immediately in writing along with technical details. Where unit rates are available in the Contract, the same shall be the basis for such additional work. Vendor shall not perform additional work before BHEL has issued written instructions/ amendment to the Purchase Order to that effect. The work which the vendor should have or could have anticipated in terms of delivering the service(s) and functionality (i.e.) as described in this agreement, or which is considered to be the result of an attributable error on the vendor's part, shall not be considered additional work.

- 6. Pre Shipment Inspection:** Prior written notice of at least 10 days shall be given along with internal test certificates/Certificate of Conformance (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. **BHEL reserves the right for conducting repeat test, if required.**

All costs related to inspections & re-inspections shall be borne by vendor. Whether the Contract provides for tests on the premises of the vendor or any of his Sub-contractor/s, vendor shall be responsible to provide such assistance, labour, materials, electricity, fuels, stores, apparatus, instruments as may be required and as may be reasonably demanded to carry out such tests efficiently. Cost of any type test or such