

### Bharat Heavy Electricals Ltd., Electronics Division, Mysore Road, Bangalore – 560 026

Tender Document for "Supply of INSTRUMENTATION, CONTROL AND THERMOCOUPLE CABLES for KAKARAPARA ATOMIC POWER PROJECT Project Unit 3&4 and RAJASTHAN ATOMIC POWER PROJECT- unit 7 & 8"

TENDER REFERENCE DOC	NKG0000692		
TENDER DOCUMENT AVAILABLE FROM	REFER E PROCURMENT SYSTEM WEBSITE		
LAST DATE AND TIME FOR SUBMISSION OF TENDER	REFER E PROCURMENT SYSTEM WEBSITE		
DATE AND TIME FOR TENDER OPENING	REFER E PROCURMENT SYSTEM WEBSITE		
SUBMISSION OF TENDER	Bidder to submit tender in E-procurement site: https://bheleps.buyjunction.in/. Refer instructions give in tender document for offer submission of bid in E-procurement site.		
	Service provider: M-junction		

This Tender Document Contains documents as per below index:

### **INDEX**

SL No.	DESCRIPTION	PAGE No.
1	INDEX SHEET	1
2	REQUEST FOR QUOTATION (RFQ) HEADER	2-4
	PQR AND PURCHASE SPECIFICATION REF:	5-46
3	CE/416/NPCIL/CBL/IC-TC REV 00	5-40
	SPECIAL COMMERCIAL CONDITIONS OF	47.51
4	CONTRACT (SCC)	47-51
	INSTRUCTIONS TO BIDDERS (ITB) & GENERAL	52-82
	COMMERCIAL CONDITIONS FOR CONTRACT	52-82
5	WITH RELEVANT ANNEXURES. (GCC)	
6	EPS OPEN TENDER FLOW	83-84
7	INTERGRITY PACT AGREEMENT COPY	85-92

Contact Person at BHEL: NEELKANT GHODE, DGM/PURCHASE(CE-MM-PR) Ph: 080-26998282/26989127

### REQUEST FOR QUOTATION



## BHARAT HEAVY ELECTRICALS LIMITED Electronics Division PB No. 2606, Mysore Road Bangalore - 560026 INDIA

RFQ NUMBER: NKG0000692

RFQ DATE: 18.JUL.2016

Due Date 08.AUG.2016 Time: 13:00 HRS

VENUE : **NEW ENGG. BLDG** 

(for all correspondence)

Purchase Executive : NEELAKANT GHODE

Phone: 26998282 Fax: 00918026741572

E-mail: neelkantghode@bheledn.co.in

Please submit your lowest quotation subject to our terms and conditions attached for the material mentioned below. The quotation must be enclosed in a sealed envelope / Fax superscribed with RFQ no.and due date, should reach us on or before the due date by 13.00 hours IST and will be opened on the same day at 13.30 hours at the venue mentioned above. PLEASE DROP THE OFFER IN THE BOX PROVIDED AT RECEPTION.

Sl No.	Description	Qty	Unit	Delivery qty	
1.	FREIGHT-CHARGE FREIGHT CHARGES	1	AU	1	_
2	PR0120006824 CBL 8P, 0.75 Sq.mm, ATC, EPR-LHLS, F-typ 8 Pair, 0.75 sq.mm, ATC Conductor, EPR insulation, Individual & overall Shielding with Cu drain wire, Un-Armoured, F Type, LHLS sheathed and as per purchase specification.  Test Certificate	19,568	М	4,892 4,892 4,892 4,892	
3	PR0120006832 CBL 8P, 0.75 Sq.mm, ATC, EPR-LHLS, G-typ 8 Pair, 0.75 sq.mm, ATC Conductor, EPR insulation, Overall Shielding with Cu drain wire, Un-Armoured, G Type, LHLS sheathed and as per purchase specification.  Test Certificate	247,440	М	61,860 61,860 61,860 61,860	
4	PR0120006840 CBL 2P, 0.5Sq.mm, ATC, EPR-LHLS, F-type 2 Pair, 0.5 sq.mm, ATC Conductor, EPR insulation, Individual & Overall Shielding with Cu drain wire, Un-Armoured, F Type, LHLS sheathed and as per purchase specification.  Test Certificate	6,000	М	1,500 1,500 1,500 1,500	
5	PR0120006859 CBL 12P, 0.75Sq.mm, ATC, EPR-LHLS, G-typ 12 Pair, 0.75 sq.mm, ATC Conductor, EPR insulation, Overall Shielding with Cu drain wire, Un-Armoured, G Type, LHLS sheathed and as per purchase specification.  Test Certificate	18,960	М	4,740 4,740 4,740 4,740	
6	PR0120006867 CBL 14P, 0.75Sq.mm, ATC, EPR-LHLS, F-typ 14 Pair, 0.75 sq.mm, ATC Conductor, EPR insulation, Individual & overall Shielding with Cu drain wire, Un-Armoured, F Type, LHLS sheathed and as per purchase specification. Test Certificate	11,200	М	2,800 2,800 2,800 2,800	
7	PR0120006875 CBL 10P, 1.5Sq.mm, ATC, EPR-LHLS, G-type 10 Pair, 1.5 sq.mm, ATC Conductor, EPR insulation, Overall Shielding with Cu drain wire, Un-Armoured, G Type, LHLS sheathed	55,600	М	13,900 13,900 13,900 13,900	

For and On behalf of BHEL.

Page 1 OF 3

### **REQUEST FOR QUOTATION**



## BHARAT HEAVY ELECTRICALS LIMITED Electronics Division PB No. 2606, Mysore Road Bangalore - 560026 INDIA

RFQ NUMBER: NKG0000692

RFQ DATE: 18.JUL.2016 Due Date 08.AUG.2016 Time: 13:00 HRS

VENUE : **NEW ENGG. BLDG** 

(for all correspondence)

Purchase Executive : NEELAKANT GHODE

Phone: 26998282 Fax: 00918026741572

E-mail: neelkantghode@bheledn.co.in

Please submit your lowest quotation subject to our terms and conditions attached for the material mentioned below. The quotation must be enclosed in a sealed envelope / Fax superscribed with RFQ no.and due date, should reach us on or before the due date by 13.00 hours IST and will be opened on the same day at 13.30 hours at the venue mentioned above. PLEASE DROP THE OFFER IN THE BOX PROVIDED AT RECEPTION.

Sl No.	Description	Qty	Unit	Delivery qty	_
	and as per purchase specification.				
	Test Certificate				
8	PR0120006883 CBL 16P, 0.75Sq.mm, ATC, EPR-LHLS, G-typ 16 Pair, 0.75 sq.mm, ATC Conductor, EPR insulation, Overall Shielding with Cu drain wire, Un-Armoured, G Type, LHLS sheathed and as per purchase specification.  Test Certificate	148,140	М	37,035 37,035 37,035 37,035	
9	PR0120006891 CBL 16P, 0.75Sq.mm, ATC, EPR-LHLS, F-typ 16 Pair, 0.75 sq.mm, ATC Conductor, EPR insulation, Individual & overall Shielding with Cu drain wire, Un-Armoured, F Type, LHLS sheathed and as per purchase specification. Test Certificate	7,700	М	1,925 1,925 1,925 1,925	
10	PR0120006913 CBL 5P, 1.5Sq.mm, ATC, EPR-LHLS, G-type 5 Pair, 1.5 sq.mm, ATC Conductor, EPR insulation, Overall Shielding with Cu drain wire, Un-Armoured, G Type, LHLS sheathed and as per purchase specification.  Test Certificate	6,340	М	1,585 1,585 1,585 1,585	
11	PR0120006930 CBL 4P, 0.75Sq.mm, ATC, EPR-LHLS, F-type 4 Pair, 0.75 sq.mm, ATC Conductor, EPR insulation, Individual & overall Shielding with Cu drain wire, Un-Armoured, F Type, LHLS sheathed and as per purchase specification. Test Certificate	146,116	М	36,529 36,529 36,529 36,529	
12	PR0120006948 CBL 4P, 0.75Sq.mm, ATC, EPR-LHLS, G-type 4 Pair, 0.75 sq.mm, ATC Conductor, EPR insulation, Overall Shielding with Cu drain wire, Un-Armoured, G Type, LHLS sheathed and as per purchase specification Test Certificate	201,560	М	50,390 50,390 50,390 50,390	
13	PR0120006956 CBL 2P, 0.75Sq.mm, ATC, EPR-LHLS, G-type 2 Pair, 0.75 sq.mm, ATC Conductor, EPR insulation, Overall	49,200	М	12,300 12,300	
				Earland On hahalf	

For and On behalf of BHEL.

Page 2 OF

### REQUEST FOR QUOTATION



## BHARAT HEAVY ELECTRICALS LIMITED Electronics Division PB No. 2606, Mysore Road Bangalore - 560026 INDIA

RFQ NUMBER: NKG0000692

RFQ DATE : 18.JUL.2016

Due Date 08.AUG.2016 Time: 13:00 HRS

VENUE : **NEW ENGG. BLDG** 

(for all correspondence)

Purchase Executive : NEELAKANT GHODE

Phone: 26998282 Fax: 00918026741572

E-mail: neelkantghode@bheledn.co.in

Please submit your lowest quotation subject to our terms and conditions attached for the material mentioned below. The quotation must be enclosed in a sealed envelope / Fax superscribed with RFQ no. and due date, should reach us on or before the due date by 13.00 hours IST and will be opened on the same day at 13.30 hours at the venue mentioned above. PLEASE DROP THE OFFER IN THE BOX PROVIDED AT RECEPTION.

Sl No.	Description	Qty	Unit	Delivery qty	_ ]
	Shielding with Cu drain wire, Un-Armoured, G Type, LHLS sheathed and as per purchase specification. Test Certificate			12,300 12,300	
14	PR0120006964 CBL 2P, 0.75Sq.mm, ATC, EPR-LHLS, F-type 2 Pair, 0.75 sq.mm, ATC Conductor, EPR insulation, Individual & Overall Shielding with Cu drain wire, Un-Armoured, F Type, LHLS sheathed and as per purchase specification.  Test Certificate		М	3,150 3,150 3,150 3,150	
15	PR0120006972 CBL 2P, 0.5Sq.mm, Kx type, EPR-LHLS, U/A 2 Pair, Kx type,0.5 sq.mm, As per ANSI MC 96.1, EPR insulation, Un- Armoured, LHLS sheathed and as per purchase specification Test Certificate	40,000	М	10,000 10,000 10,000 10,000	
16	PR0482905263 CBL 3C, 7/0.53,1.5MM2,ATC,EPR-LHLS,U/A 3 Core, 7/0.53,1.5 sq.mm, ATC (Annealed Tinned copper), EPR insulated, LHLS inner & outer sheathed, Un-armoured, 1100 V. Test Certificate	16,000	М	4,000 4,000 4,000 4,000	

### Total Number of Items - 16

Please note that the tender will be opened in the presence of the bidders or his authorised representatives (maximum two per organisation) who choose to be present with authorisation letters. Refer annexure for the terms and conditions.

Preference will be given to vendors who accepts our standard payment terms i.e.100% payment - 30 days after receipt of material at our works subject to acceptance.

 $Please\ specify\ Terms\ of\ delivery,\ Excise\ duty,\ sales\ tax,\ Ex-BHEL,\ Ex-works\ surcharge,\ Insurance, P\&F,\ Freight\ and\ other\ taxes\ very\ clearly\ .$ 

For evaluation, exchange rate(TT selling rate of SBI) as on scheduled date of tender opening (Part-I bid incase of two part bid) shall be considered.

The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com

- i). This is only RFQ not an order.
- ii). In all correspondence quote RFQ No. & due date.
- iii). In Quotation BHEL material code / RFQ Sl. No. should be mentioned clearly.
- iv). Quotation Envelope / Fax not superscribed with RFQ No. and due date is liable for rejection.
- v). Quotation should remain valid for a minimum peiod of 90 days from due date.
- vi). In case of non-receipt of Quotation or regret letter for 3 consecutive RFQs you are liable to be removed from our vendors list.
- vii). All Prices should be written in words and numbers.
- viii). Excise Chapter Heading should be mentioned for all items where VAT is applicable .

For and On behalf of BHEL.

Page 3 OF 3

## CE/416/EPR CBL/PQR **EPR INSULATED LHLS CABLE Rev. 00** Page 1 of 3 This must not be used directly or indirectly, in any manner detrimental to the interest of the company The information contained in this document is the property of BHARAT HEAVY ELECTRICALS LIMITED PROJECT: KAPP – UNIT 3&4 **RAPP - UNIT 7&8** COPYRIGHT AND CONFIDENTIAL **CUSTOMER : M/S NPCIL** : INSTRUMENTATION, CONTROL AND **ITEM THERMOCOUPLE CABLES**



### **EPR INSULATED LHLS CABLE**

CE/416/EPR CBL/PQ	R
Rev. 00	
Page 2 of 3	

### **GENERAL INSTRUCTIONS TO BIDDERS:**

**Introduction:** Bidders are required to submit technical offer for supply of instrumentation, Thermocouple & Control cables. All required documents against this Tender/Specification shall be submitted in English only.

Pre-qualification requirements (PQR) are clearly mentioned in Page no 03 of 03 of this Document. In case Bidder does not meet Pre-qualification requirements, their offer will be summarily rejected and Bidder's Technical offers will not be evaluated.

### 1. Submission of documents:

- a. Documents listed in Page no 03 of 03 of this Document for meeting Pre Qualification Requirements (PQR) should be submitted in a separate cover with "Pre Qualification Document" written on cover.
- b. Technical offer / proposal as per specification Ref: CE/416/NPCIL/CBL/IC-TC, Rev 00 should be submitted in a separate cover with "Technical offer" written on cover.

### 2. Evaluation methodology:

- a. Bidder's PQR document cover only will be opened first for review and evaluation by BHEL. In case the bidders offer do not meet the PQR, then corresponding technocommercial offer will not be considered for further evaluation in the tender. Technical bids of those bidders who meet PQR shall be opened for review and further consideration.
- b. Bidders declared qualified for meeting Pre Qualification Requirements mentioned in Page no 03 of 03 of this Document and are presently not registered with BHEL EDN Bangalore for supplying these cables, shall be informed by email to submit online BHEL vendor registration form at www.bhel.com.
- c. Bidders declared qualified for meeting Pre Qualification Requirements mentioned in Page no 03 of 03 of this Document but are not in NPCIL approved vendor list for the project, their credential documents as provided by bidder under PQR shall be forwarded to M/s NPCIL for approval. If NPCIL does not approve such vendors proposed for approval, their offer will be technically rejected and shall not be considered for further process for procurement.
- **3.** If required during evaluation of PQR and Technical offers/bids, vendor should be present at BHEL Electronic Division, Bangalore, for discussions. Further in the event of order, during approval of the Vendor documents by Customer, Vendor shall accompany BHEL representative for discussions with customer / consultant.
- **4.** This specification does not prohibit any vendor to submit their offer along with clause wise deviation from the specification. Changes in technical specification / Scope etc shall be informed to Participating bidders only.



### **EPR INSULATED LHLS CABLE**

CE/416/EPR CBL/PQR

**Rev. 00** 

Page 3 of 3

### **Pre-Qualification Requirements (PQR)**

- a) The bidder should be a manufacturer and have supplied cables to power plants. Following supporting documents shall be submitted for meeting above requirements:
  - i) The bidders shall submit a list of similar supplies made by him to standards and tolerance specified in this tender document.
  - ii) The bidder shall submit along with the offer, a list of in-house test facilities available with them for carrying out all tests specified in specification Ref: CE/416/NPCIL/CBL/IC-TC/QP, Rev 00 (20 Pages).
  - iii) The bidder shall submit along with the offer the test reports of all the tests specified in specification Ref: CE/416/NPCIL/CBL/IC-TC/QP, Rev 00 (20 Pages) carried out by him on similar type of cables.
  - iv) Bidder shall submit along with the offer descriptive and illustrative literature covering construction and materials used for cables offered.
  - v) The vendor general information like registered office address, Manufacturing Plant address and financial statement such as balance sheet for part three years shall be filled and submitted along with the bid.
- b) Original Manufacturers of cables outside india, who are submitting offer for this tender, shall have authorized representatives in India for support related to Documentation, technical support and other co-ordination work. Letter from Original Manufacturers detailing Indian representative details should be provided.

A CONTRACTOR OF THE PARTY OF TH	 ब पच ड पत			CE/416/NPCIL/CE	BL/IC-TC
	E HEL		ľ	REV 00	ente e comprehensivo de la comunidada un constitución de la constitución de la constitución de la constitución
	A4-10		l	PAGE 01 OF	02
		1. KAPP UNIT 3 & 4 2. RAPP UNIT 7 & 8	***************************************	Market and Constant Market	
	CUSTOMER	R: M/S NPCIL			
THE INFORMATION ON THIS DOCUMENT IS THE PROPERTY OF BHARAT HEAVY ELECTRICALS I MITTED IT MIST NOT BE HISPD DIBECTLY OF INDIBECTLY IN ANY WAY DETRIMENTAL TO THE		PURCHASE SPECIFIC STRUMENTATION,THERMOCOUF	PLE & CONT		
	REVISION:00		CHEC	KED & APPROVE	
			M. 3	tam-gl	
igsquare				HARMASHEKAR	
			PREPARED  G & August  ARULJOTHI.G.I	ISSUED  416	DATE 17/05/2016

্ৰি ক্লেই কল শু		CE/416/NPCIL/CBL/IC-TC
1	<b>H</b> ##1	REV 00 PAGE 02 OF 02

### **CONTENTS**

Sl.	Description	Reference
No.		
1	Scope of Supply of Instrumentation,	CE/416/NPCIL/CBL/IC-TC/SOS,
	Thermocouple & Control Cables	Rev 00, Sheets 06
2	Technical Requirements of Instrumentation,	CE/416/NPCIL/CBL/IC-TC/TR,
	Thermocouple & Control Cables	Rev 00, Sheets 13
3	Quality Plan Format	CE/416/NPCIL/CBL/IC-TC/QP,
		Rev 00, Sheets 19

THE INFORMATION ON THIS DOCUMENT IS THE PROPERTY OF BHARAT HEAVY ELECTRICALS LIMITED . IT MUST NOT BE USED DIRECTLY OR INDIRECTLY IN ANY WAY DETRIMENTAL TO THE INTEREST OF THE COMPANY.

COPY RIGHT AND CONFIDENTIAL

1		
	(ब पच ई एन) सिमिस	CE/416/NPCIL/CBL/IC-TC/SOS
	A4-10	REV 00
		PAGE 01 OF 06
	PROJECT: 1. KAPP – UNIT 3 & 4 2. RAPP – UNIT 7 & 8	
	CUSTOMER: M/S NPCIL	,
THE INFORMATION ON THIS DOCUMENT IS THE PROPERTY OF BHARAT HEAVY ELECTRICALS LIMITED. IT MUST NOT BE USED DIRECTLY OR INDIRECTLY IN ANY WAY DETRIMENTAL TO THE INTEREST OF THE COMPANY.	SCOPE OF SUPP INSTRUMENTATION,THERMOCOU	IPLE & CONTROL CABLES
	REVISION:00	CHECKED & APPROVED
	·	W. Hamsloke
		M. DHARMASHEKAR PREPARED ISSUED DATE
		G. S. Aug

					OF MACON CONTROL TO		
		(ब्एच ड एल) _//			CE/416/NPCIL/CBL/IC-TC/SOS		
					REV 00		
		A4-11			PAGE 02 OF 06		
				SCOPE OF SUPPLY	6 H		
		cable	es/Therm	testing, packing, delivery and guarantee of ocouple Cables/Control Cables as per techn./CBL/IC-TC/TR			
AT HEAVY	Y IN ANY WAY	1.1)	Ethyle Armou	mentation Cables - are Annealed Tinned cop ne-Propylene Rubber insulated, Low Haloge Ired, F/G type, 500 V grade cables conformi e to earth – 300 V)	n Low smoke (LHLS) sheathed, Un-		
CONFIDENTIAL IS THE PROPERTY OF BHARAT HEAVY	DIRECTLY OR INDIRECTLEST OF THE COMPANY.	1.2)	Ethyle	ocouple cables – Conductor material as per ne-Propylene Rubber insulated, Low Haloge red, F type, 500 V grade cables. (Core to Co	n Low smoke (LHLS) sheathed, Un-		
		1.3)	Rubbe	ol Cables – Annealed Tinned Copper Conduc r insulated, Low Halogen Low smoke (LHLS) ired, 1100 V grade cables			
	USED	2) Documents to be furnished					
COPY RIGHT AND CONFIDENTIAL THE INFORMATION ON THIS DOCUMENT IS THE PROPERTY OF BHARAT HEAVY ELECTRICALS LIMITED. IT MUST NOT BE USED DIRECTLY OR INDIRECTLY IN ANY WAY DETRIMENTAL TO THE INTEREST OF THE COMPANY.		2.1)	i) ii) iii) iv) After (	with the offer(in one set)  Datasheet of complete cable with all electrons of the properties of the pr	omer approval-soft copy/hard copy		
	ELE	2.3)	i) ii) iii) iv) Before	properties/parameters Complete Bill of Material Quality plan of raw material tests, in-proce completed cables enlisting all routine, acce specification requirements Drawings for cable construction  Dispatch: (02 sets for review/acceptance)	ss inspection & final inspection for		
	·	2.37	i)	Type test reports, acceptance test reports	for IC-TC cables from manufacturer		
	·	2.4)	Final a i) ii) iii)	pproved drawings/documents: (02 sets at the Bill of Material Datasheets Drawings for the construction of complete			

These documents shall be in final as-built/approved status.

COPY RIGHT AND CO DENTIAL	THE INFORMATION ON THIS DOCUMENT IS THE PROPERTY OF BHARAT HEAVY	ELECTRICALS LIMITED. IT MUST NOT BE USED DIRECTLY OR INDIRECTLY IN ANY WAY	DETRIMENTAL TO THE INTEREST OF THE COMPANY.
---------------------------	--	--	---

and the state of t
बि एच ई एल
11
W
A4-11

CE/416/NPCIL/CBL/IC-TC/SOS

REV 00

PAGE 03 OF 06

One (01) set soft copy of Final documents shall also be provided to BHEL.

The final documents for supply, inspection, dispatch & records shall only be those which are accorded final approval by BHEL/Customer/Consultant. No other documents apart from those finally approved by BHEL/Customer/Consultant shall be referred for supply, inspection, dispatch & récords.

### 3) Points to be confirmed and adhered by vendor:

- 3.1) Before quoting, vendor shall go through BHEL specifications & RFQ and then submit quotation complete in all respects. Vendor must furnish, all documents, in line with specification along with Offer. The offer should be correct & complete in all respects. Incomplete offers (without documents / not relevant documents as mentioned above) /erroneous offers will be rejected without any notice. Vendor shall confirm/agree to BHEL clarifications during technical scrutiny. However, if anything is missed out in the original offer due to errors in quoting, the same shall be supplied as per BHEL specifications requirement without any price impact else the offer shall be technically rejected.
- 3.2) This specification has been prepared in line with customer requirements. However if any parameter(s) is/are not possible to meet technically or are practically incompatible with application requirements or deviate from standard technical application requirements, the suppliers are asked to quote as per the standard technical application requirements and bring out such deviations clearly in the technical offer which may get accepted during technical evaluation by BHEL/Customer/Consultant. Please note that any changes related to practical compatibility/standard technical application requirements due to above will be informed to all participating vendors. If a vendor has not participated/not offered originally under this RFQ, he will not be informed of any changes/revised specifications as he is not allowed to quote/offer now. The changes can pertain to quantity changes also under any size of cable. However, if there are any deviations in offer which are not related to any technical application/practical compatibility issues or there are deviations due to error in quoting, the vendor shall have to agree to BHEL clarifications during technical scrutiny and shall supply the material as per the BHEL clarifications & specifications without any price implications on original offer.

CE/416/NPCIL/CBL/IC-TC/SOS REV 00 PAGE 05 OF 06

									PAGE US OF UB	0	
			BC	BOM-I							
PROJE(	CT: KAPP	PROJECT: KAPP SCS UNITS 3&4									
BOQ - II	nstrument	BOQ - Instrumentation Cables (I) Control	Control cables (C) The	hermocouple		Cables (TC)				Color	Color code
	Cable			<u>5</u>	ВОР	MCS	VMS	Qty/Unit	Total qty	As per	As per Clause
SL No	Type	Type/ Description	Armouring	(Mtrs)	(Mtrs)	(Mtrs)	(Mtrs)	(Mtrs)	(Mtrs)	Clause 3.2	3.3
1) Instru	1) Instrumentation cables	n cables									
a) Ove	a) Overall shielded (OA)	ded (OA)									
1	_	2PX0.75 mm <sup>2</sup>	Un-armoured	12300				12300	24600	200	24100
2	_	4PX0.75 mm <sup>2</sup>	Un-armoured	4600	45790			50390	100780	92580	8200
3	_	8PX0.75 mm²	Un-armoured	14100	47760			61860	123720	122020	1700
4	_	12PX0.75 mm²	Un-armoured	2000	2740			4740	9480	9480	
5	_	16PX0.75 mm²	Un-armoured	2250	34785			37035	74070	69570	4500
9		5PX1.5 mm²	Un-armoured		1585			1585	3170		3170
7	_	10PX1.5 mm²	Un-armoured		13900			13900	27800		27800
pul (q	ividual an	b) Individual and overall shielded (IOA)	A)								
∞ į	_	2PX0.5 mm²	Un-armoured			1500		1500	3000	3000	
6		2PX0.75 mm²	Un-armoured	3150				3150	6300	6000	300
10	_	4PX0.75 mm²	Un-armoured	1650	15719		19160	36529	73058	69758	3300
11	_	8PX0.75 mm <sup>2</sup>	Un-armoured	750	4142			4892	9784	8284	1500
12	_	14PX0.75 mm²	Un-armoured				2800	2800	2600	5600	
13	_	16PX0.75 mm²	Un-armoured		1925			1925	3850	3850	
2) Conti	2) Control cables										
14	С	3CX1.5 mm <sup>2</sup>	Un-armoured		3000	1000		4000	8000		
3) Therr	nocouple	3) Thermocouple extension cables									
Individu	ial and ov	Individual and overall shielded (IOA)	*								
15	TC	2P, Kx, 0.75 sq.mm	Un-armoured	7000	3000			10000	20000		

CE/416/NPCIL/CBL/IC-TC/SOS REV 00 PAGE 06 OF 06

(

(4.)

									PAGE U6 OF U6	0	
			BOI	II - M							
PROJE	CT: RAPP	PROJECT: RAPP SCS UNITS 7&8									
BOQ - I	nstrument	BOQ - Instrumentation Cables (I) Control	Control cables ( C ) Thermocouple	hermocol		Cables (TC)				Color	Color code
	Cable			1G	ВОР	MCS	VMS	Qty/Unit	Total qty	As per	As per Clause
SL No	Type	Type/ Description	Armouring	(Mtrs)	(Mtrs)	(Mtrs)	(Mtrs)	(Mtrs)	(Mtrs)	Clause 3.2	3.
1) Instr	1) Instrumentation cables	n cables									
a) Ov(	a) Overall shielded (OA)	ded (OA)					***************************************				
1	_	2PX0.75 mm <sup>2</sup>	Un-armoured	12300				12300	24600	200	24100
2	-	4PX0.75 mm²	Un-armoured	4600	45790			50390	100780	92580	8200
3	_	8PX0.75 mm²	Un-armoured	14100	47760			61860	123720	122020	1700
4	_	12PX0.75 mm²	Un-armoured	2000	2740			4740	9480	9480	
5	_	16PX0.75 mm²	Un-armoured	2250	34785			37035	74070	02569	4500
9	_	5PX1.5 mm²	Un-armoured		1585			1585	3170		3170
7	_	10PX1.5 mm²	Un-armoured		13900			13900	27800		27800
b) Ind	lividual an	b) Individual and overall shielded (IOA)	A)								
8	_	2PX0.5 mm²	Un-armoured			1500		1500	3000	3000	
6	_	2PX0.75 mm²	Un-armoured	3150				3150	6300	6000	300
10	-	4PX0.75 mm²	Un-armoured	1650	15719		19160	36529	73058	69758	3300
11	-	8PX0.75 mm²	Un-armoured	750	4142			4892	9784	. 8284	1500
12	-	14PX0.75 mm²	Un-armoured				2800	2800	2600	2600	
13	-	16PX0.75 mm²	Un-armoured		1925			1925	3850	3850	
2) Cont	2) Control cables										
14	С	3CX1.5 mm²	Un-armoured		3000	1000		4000	8000		
3) Then	mocouple	3) Thermocouple extension cables									
a) Indiv	idual and	a) Individual and overall shielded (IOA)									
15	CC	2P, Kx, 0.75 sq.mm	Un-armoured	7000	3000			10000	20000		

	्बिएचई पल		CE/416/NI	PCIL/CBL/I	C-TC/TR
	HHEL		REV 00		
	A4-10		PAGE 0	1 OF 13	
		1. KAPP – UNIT 3 & 4 2. RAPP – UNIT 7 & 8			
S and	CUSTOMER	R: M/S NPCIL			
THE INFORMATION ON THIS DOCUMENT IS THE PROPERTY OF BHARAT HEAVY ELECTRICALS LIMITED. IT MUST NOT BE USED DIRECTLY OR INDIRECTLY IN ANY WAY DETRIMENTAL TO THE INTEREST OF THE COMPANY.		TECHNICAL REQUIREM STRUMENTATION,THERMOCOUPL	LE & CONTROL		
	REVISION:00		CHECKED &		
			Į V	الجسس	
	]			//ASHEKAR	
			PREPARED	ISSUED	DATE
	1		a s. Aug.		



THE INFORMATION ON THIS DOCUMENT IS THE PROPERTY OF BHARAT HE&NY ELECTRICALS LIMITED . IT MUST NOT BE USED DIRECTLY OR INDIRECTLY IN ANY WAY DETRIMENTAL TO THE INTEREST OF THE COMPANY.

COPY RIGHT AND CONFIDENTIAL

CE/416/NPCIL/CBL/IC-TC/TR

REV 00

PAGE 02 OF 13

### 1) General Requirements:

SI. No.	Description	Technical Requirement
1.1	Codes and Standards	All cables shall comply with std BS 6360, IS 8130, IS 9968 (Part I), IS 6380, ASTMD-2863, ASTMD-2843 IEC -60754-1,NES 713, SEN-SS 4241475 (Class F-3), IEEE 383, ANSI MC 96.1, IS-8784,VG 95218-Part
		66, IS-10810 (latest editions) and their amendments.
1.2	Voltage Grade	As per SOS
1.3	Continuous operation suitability	At 90 deg. C
1.4	Material	All materials used shall be first class. Material should be thermoset. All the materials and processes which are not specified herein shall be chosen so as to enable the purchased product to meet the performance requirement of this specification. Vendor shall have proper machinery for steam vulcanization / e-beam cross linking.
1.5	Workmanship	Workmanship shall be of high industrial quality to ensure the product to be uniform in quality and free from all defects and deformities so as to perform its required function in the specified environment as mentioned over an expected plant life of 40 years.
1.6	Environment conditions	Normal operating conditions: Ambient temp: 8 °C to 45 °C Relative Humidity: 90 %  Occasional/Storage conditions: Ambient temp: 5 °C to 55 °C Relative Humidity: 95 %
1.7	Progressive automatic on-line sequential marking of length in meters	To be provided at every one meter on outer sheath
1.8	Marking to read 'LHLS'	To be provided at every 5 m on outer sheath
1.9	Allowable tolerance on overall diameter	±2 mm (max.) over the declared value in datasheet
1.10	Variation in diameter	Not more than 1.0 mm throughout the length of cable

COPY RIGHT AND COMMIDENTIAL
THE INFORMATION ON THIS DOCUMENT IS THE PROPERTY OF BHARAT HEAVY
ELECTRICALS LIMITED. IT MUST NOT BE USED DIRECTLY OR INDIRECTLY IN ANY WAY
DETRIMENTAL TO THE INTEREST OF THE COMPANY.

Sl. No.	Description	Technical Requirement
1.11	Ovality at any cross section	Not more than 1.0 mm
1.12	Marking on outer sheath (Embossing on the cable on outer sheath is preferred to printing)	Durable embossing at intervals not exceeding 1 m shall include manufacturer's name, insulation material, conductor's size, number of pairs/cores, voltage rating, type of cable (Conductor size & no. of pairs/type of compensating/extension cable, analog or binary), year of manufacture, drum no or lot no to be provided
1.13	Overall Quantity Tolerance	+2%, -0% (Negative values are not acceptable)
1.14	Others	Cables shall be suitable for crimping, screw termination or cage clamp type screw less terminal blocks, laying in conduits, ducts, trenches, racks and underground-buried installation with chances of flooding by water Repaired cables shall not be acceptable All cables shall be anti-rodent, anti-termite, moisture-retardant & fungus-retardant type. Joints of any kind in the conductor, insulation and sheath are not allowed.  Rip cord shall be provided for all cables

	वा ए	पड एले		CE/41	6/NPCIL/CBL/IC-TC/TR				
		io I							
		<b>4</b> 11		REV	00				
		A4-11		PAGE	E 04 OF 13				
	2)	Technical Requireme	ents:						
	SI.	Specification	Кх Туре	Individual & C	Verall Shielding				
	No.	Requirement	(Thermocouple cables)	overall shielding					
	Α	Conductors							
Α. Α.	i	Cross section Area		0.75 sq.mm					
35		(sq.mm)		,					
T HE	ii	Conductor material	+ve conductor- Chromel -ve conductor- Alumel	Annealed Tinne	ed Copper conductor				
A ST	iji	Color code	Yellow-Red	Refer nage	no 11, Clause - 3				
KEC NY.	iv	Conductor grade	Tellow Red	Electrolytic	110 11, 014				
IA OF PAI	V	No & dia. of strands	Solic	d circular conductor					
CONFIDENTIAL S THE PROPERTY OF F D DIRECTLY OR INDIR REST OF THE COMPAN	Ľ		30110						
O PA	vi	No of pairs		As required					
AFJ ECT OF	vii	Max conductor	As per ANSI MC 96.1	24.5 ol	nm/K <b>m</b> (loop)				
OF THE STATE OF		resistance per Km(in			1				
C IS ED I		ohm) at 20 °C							
AND UMENT BE USI HE INTI	viii	Reference standard	As per ANSI MC 96.1	BS 63	60/IS 8130				
A VUM	В	Insulation			<u></u>				
COPY RIGHT AND CONFIDENTIAL  NFORMATION ON THIS DOCUMENT IS THE PROPERTY OF BHARAT HEAVY  CALS LIMITED. IT MUST NOT BE USED DIRECTLY OR INDIRECTLY IN ANY WAY  DETRIMENTAL TO THE INTEREST OF THE COMPANY.	i	Material	Ethylene-Propylene R		pe IE2 of IS-6380				
	ii	Thickness in mm (Nom)		0.65 mm ± 10%					
	iii	Volume resistivity	1	X 10 <sup>14</sup> at 20° C &					
		(min) in ohm-cm		1 X 10 <sup>11</sup> at 70° C					
ATT C	iv	Reference standard		IS 6380					
RM	٧	Core diameter	Suitable for cage clamp connector						
AL.		above insulation	Insulation shall be applied by extrusion process and curing by steam vulcanization/e-beam method.						
THE D	vi	Process							
TEC	С	Pairing and Twisting							
<u> </u>	i	Min lay of		Min 12 lays/Mtr					
		pairs/triads(nos)		-	Il he applied over the				
	ii	single layer of	Non-metallic binder such a	as polyester tape sha	II be applied over the				
		numbered binder	a	ssembled pairs.					
		tape on each							
		pair/triad provided							
1 1	iii	Unit formation of four	NA		Yes				
		pairs with printing of							
		no. of unit provided		To be avoided	/Defer to Claves No. 2				
	iv	Conductor / pair identification as per	NA	,	(Refer to Clause No. 3 NPCIL/CBL/IC-TC/TR)				
1 1		VDE0815		under CL/410/	NFCIL/CBL/IC-TC/TN)				
	D	Shielding	<u> </u>						
	i	Type of shielding	Polyester backed aluminiun	n tape (polvester sur	face comes to the ton)				
	l <u>'</u> ii	Individual pair	To be provided	To be provided					
	"	shielding	To be provided	. o be provided	1473				
	iii	Minimum thickness of	25 micron	25 micron	NA				
		individual pair							
		shielding							

<u> </u>									
	बाएच	STOM `			CE/416/NP0	CIL/CBL/IC-TC/TR			
					REV 00				
	Α	<b>A</b> 4-11			PAGE 05	OF 13			
	SI.	Specification	Кх Туре	Individual		Overall			
	No.	Requirement	(Themocouple cables)	shielding	a oreian	Shielding			
	iv	Overall cable		To be provide	ed				
		assembly shielding							
	\ \ \	Minimum thickness of		<sub>,</sub> 25 micron					
'AY	ļ	overall cable shielding							
X X	vi	Shielding coverage		ith at least 25					
IEA AN	vii	Drain wire provided	Annealed tinned sol	id copper dra	in wire size o	of 19 AWG			
N S N	]	for individual shield							
TLY ARA	viii	Drain wire provided	Annealed tinned sol	id copper dra	in wire size o	of 19 AWG			
E E E		for overall shield							
COPY RIGHT AND CONFEENTIAL THE INFORMATION ON THIS DOCUMENT IS THE PROPERTY OF BHARAT HEAVY ELECTRICALS LIMITED. IT MUST NOT BE USED DIRECTLY OR INDIRECTLY IN ANY WAY DETRIMENTAL TO THE INTEREST OF THE COMPANY.	ix	Metallic side of screen	Metallic side (Aluminium s	ide) of screen wire	shall be in c	ontact with drain			
ERI OR CC	x	Others	Electrostatic fields of indiv	idual pairs sh	all be electr	ically isolated by			
			providing proper insulation	n such as pol	yester tape o	over the shields.			
N I I I	E	Fillers (if applicable)							
O H H	i	Non-Hygroscopic	To be pr	ovided for cir	cular shape				
ER		flame retardant							
	F	Outer sheath							
A COUNTY IN BUT	i	Material	Low Haloger	Low Smoke t	ype – Type S	SE3			
HT 000 NO. 101	ii	Reference standard		IS 6380					
COPY RIGHT AND TION ON THIS DOCUMENTIED. IT MUST NOT BE US ETRIMENTAL TO THE INT	iii	Nominal thickness at	1.3 m	ım ±20% upto	10 pair				
STA		any point	1.7 mm ±20% above 10 pair						
PY ON ONE	iv	Color		Black					
O S S S S S S S S S S S S S S S S S S S	V	Resistance to water,		Required					
ME TAT		fungus, termite &							
S L.		rodent attack							
NEC SAL	νi	Oxygen index	Not less than 29 %	as per ASTN	/ID-2863/IS 10810-58				
RIG	vii	Temperature index	Not less than 250°	C as per ASTI	MD-2863/IS	10810-58			
EC 13	viii	Smoke density rating	Maximum 20 %						
EL		as per ASTMD 2843.	Supplier to indicate the acce	eptance criter	ion which is	equivalent to 20%			
V4.5	1	Test has to be	smoke density rating as per						
		conducted as per IS	12 minutes instead of 4 min		•				
1 1		10801-63	testing is for PVC plastics. Si			l l			
1 1			not conform exactly to the			hall be conducted			
				for 12 minute					
	ix	Acid Gas generation		Maximum 2	%				
		by weight as per IEC -							
		60754-1/IS 10810-59							
	X	Toxicity Index as per NES 713.		Maximum 5	5				
	l vi	Process	Chooth shall be applied by a	drucian near-	cc and code	a by stoom			
	xi	LIOCESS	Sheath shall be applied by exvulcanization/e-beam metho		:55 anu C <b>u</b> rin	ig na prequi			
	xii	Others	It should be possible to strip		ithout dama	ging the insulation			
	G	Electrical parameters (							
	li	Maximum Mutual	200 nF/Km	120 nF	/Km	100 nF/Km			
1 1	.	capacitance between				,			
		conductors at 0.8 KHz							
	<u> </u>		I			and the second of the second o			

	बि एट	1 ई प्ले			CE/416/N	VPCIL/CBL/IC-TC/TR					
					enen manan manan kanan kembanan kembanan kembanan kembanan kembanan kembanan kembanan kembanan kembanan kemban	ayye arazamin oo saamin a madafan adalah araada ka adalah ah a					
		<b>A</b> 4-11		la de la companya de	REV 00	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~					
		14-11		- Santa - Santa and Anna and	PAGE	06 OF 13					
	SI.	Specification	Кх Туре	Individual	Q.	Overall Shielding					
	No.	Requirement	(Themocouple cables)	overall shi		Over all Silleluing					
November 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	ii	Insulation Resistance (min)		500 M ohm/k	m						
Y WAY	iii	Cross talk figure (min) at 0.8 KHz	,	60 dB							
IT HEAV	iv	Characteristic impedance (max)	NA	320 o	hm	340 ohm					
BHAR/ RECTL INY.	v	at 1 KHz  Attenuation figure at 1 KHz(max)	NA	1.2 dB	/km	1.2 dB/km					
RTY OF	vi	Test Voltage	Core to core: 2.0 KV for	L Min; Core to armor: 0.5 K							
OPE LY (	Н	Complete cable									
S THE PROPERTY OF B D DIRECTLY OR INDIRE REST OF THE COMPANY	1	Complete cable assembly	Shall pass Swedish chim	ney test as pe	r SEN-SS	4241475 class F3					
ENT IS 1 USED I NTERE	li	Flammability	Shall pass flammability a	s per IEEE 383		conjunction to this					
COPY RIGHT AND TION ON THIS DOCUMENT ITED . IT MUST NOT BE USE ETRIMENTAL TO THE INTI	I	Tests			<u>-</u>						
	l i	Refer to Clause No. 4 ur	nder CE/416/NPCIL/CBL/IC-TC/	TR							
	J	Cable drum									
THE INFORMATION ON THIS DOCUMENT IS THE PROPERTY OF BHARAT HEAVY ELECTRICALS LIMITED . IT MUST NOT BE USED DIRECTLY OR INDIRECTLY IN ANY WAY DETRIMENTAL TO THE INTEREST OF THE COMPANY.		Type  Outer most laver	The cables shall be so packed breakage during shipment means of non-hygroscopic so of moisture. Packing should lother foreign material can be to withstand a period in transite under a tropical climat suffering any damage or delabelled to indicate the type order number, dimensions, the equipment	t. The ends of ealing materia be such that the avoided. Pacisit for more the for minimulaterioration. Eand quantity of weight and of the and relate it	the cable and it some in the ingress which the ingress with the ingress of the ingress of the ingress of material ther necest in the ingress of the ingress	e shall be sealed by hould prevent ingress s of moisture, dirt and thod shall be adequate months and storage at of one year without age shall be properly all it contains, purchase essary data to identify					
	l li	Outer most layer covered with water proof paper		Yes							
	iii	Painting	Entire	surface to be	painted						
	iv	Length	Cables of each type shall be lengths of 100 to 449 m ar standard lengths of only 10% less than 100 m are not separately against each unit to complete the supply unde	e considered a of ordered quacceptable. (1 of the project	as non-st uantity a The cable and ther the proje	andard lengths. Non re acceptable. Lengths is to be provided efore balance quantity					
	V	Marking on Drum	The drum shall be marked u standard, manufacturer's na of pairs, cross-sectional ar number of lengths on dru approximate gross weig	p with the follower, type of carea of conduct m (if more tha	lowing in able and v or, lengt an one) d	voltage grade, number h of cable on drum, irection of rotation,					

 $\prod_{i \in I} f_i$ 

### 3) Conductor/Pair Identification, Unit identification

- 3.1) The color of insulation for G/F type cables shall be as below. Numbering method used to identify the pairs of cables. The numbers shall be repeated at regular intervals along the core, consecutive numbers being inverted in relation to each other. When the number is single numeral a dash shall be placed underneath it. If the number consists of two numerals they shall be printed one below the other and a dash placed below the lower numeral. The numbers shall be printed on both the wires of pair at an interval of not more than 150 mm.
- 3.2) The pairs shall be numbered as given in the example for 24 pair cables for overall shielded cables and individual & overall shielded cables.

Blue-1, Red-1, Grey-1, Yellow-1, Green-1, Brown-1, White-1, Black-1; Blue-2, Red-2, Grey-2, Yellow-2, Green-2, Brown-2, White-2, Black-2; Blue-3, Red-3, Grey-3, Yellow-3, Green-3, Brown-3, White-3, Black-3; Blue-4, Red-4, Grey-4, Yellow-4, Green-4, Brown-4, White-4, Black-4; Blue-5, Red-5, Grey-5, Yellow-5, Green-5, Brown-5, White-5, Black-5; Blue-6, Red-6, Grey-6, Yellow-6, Green-6, Brown-6, White-6, Black-6;

3.3) The pairs shall be numbered as given in the example for 4 pair cables

Overall shielded cables: The color of insulation in one conductor in a pair shall be Red and other conductor shall be Yellow.

 $1^{st}$  Pair : RED -1 (R 1) & YELLOW -1 (Y 1)  $2^{nd}$  Pair : RED -2 (R 2) & YELLOW -2 (Y 2)  $3^{rd}$  Pair : RED -3 (R 3) & YELLOW -3 (Y 3)  $4^{th}$  Pair : RED -4 (R 4) & YELLOW -4 (Y 4)

- 3.4) Individual & Overall shielded cables: The color of insulation in one conductor in a pair shall be White and other conductor shall be Blue. The pairs shall be numbered as above example (Clause 3.3) except.
- 3.5) Kindly refer BOM of instrumentation cables for color code to be followed for each type of cables.

7	1						·	,				<del>[][][][]</del>		11-1-11-11-11-21		· · · · · · · · · · · · · · · · · · ·	(1) 11 11 11 11 11 11 11 11 11 11 11 11 1	21.55gm212131151111111111111111111111111111111	رځسرسيسي	· · · · · · · · · · · · · · · · · · ·		1
		ब्रिएचड एल _//		NAMES OF THE OWNER, OWN												C	CE/416	/NPC	IL/C	BL/IC	C-TC/TR	
				Of the Land												R	ΈV	00	the state of the s		<u></u>	
		A4-11														Sunner	AGE	08	OF	13		
		4) <u>3C,1.5</u>	sq.mm,	, 11	L00V	V GI	RAI	DE,	90 d	eg. (	CTE	MP. (	GRA	DE C	:ON	TROL	_CAB	LE:				
ΑVY	NY WAY	4.1)	The ca sheath tempe strand	hed erat	l, Arı ture	rmo e gra	oure rade	ed/le of	Un-a 90 d	rmo eg. (	ured	cabl e cal	les w	vith v	volta	age g	grade	of 1	100 '	V &		-HLS
CONFIDENTIAL IS THE PROPERTY OF BHARAT HEAVY	DIRECTLY IN A PANY.	4.2)	The in (as per metho	er IS										•								IE2
CONFIDENTIAL STHE PROPERTY OF BI	TLY OR INI THE COM	4.3)	The in SE3. LF														_		ow S	moke	type –	Type
CONF	SED DIREC FEREST OF	4.4)	The th 1554,											outei	r she	eath	shall	be c	onfo	rmin	g to IS	
COPY RIGHT AND FORMATION ON THIS DOCUMENT	LIMITED . IT MUST NOT BE USED DIRECTLY OR INDIRECTLY IN ANY WAY DETRIMENTAL TO THE INTEREST OF THE COMPANY.	4.5)	Cable releva cable i 4826, IEC-33	incl	stan lude 6380	ndai es tl 80, 19	ords the IS-1	s for foll LO41	spec owin 18, IS	cific g - I -108	requ  S-15  10, #	irem 54, p ASTN	ents part : 1D-2	s. The 1, IS- 1863	e list -396 & 28	t of r 51, IS 843,	releva -3975 IEC-7	int st 5, IS- 54-1	tand 5831 ., IEE	ards L, IS- E-38	for thi: 8130, I	s S-
FOR	ELECTRICALS LIMITY DET	4.6)	The ca cables length given a	s un h sh	nder Iall b	r Cla be 1	laus 100	se 1 00 ±	(1.2 :5% r	thro	ugh	1.11	) & 0	Claus	se 2	(E, H	, J &	L). Tł	ne st	anda	ard dru	
	ELI	4.7)	Color	cod	le of	of 3	cor	re c	able	shall	l be a	s pe	r IS :	1554	1.							1
		4.8)	The co	olor	of i	inne	ner s	she	ath 8	& out	ter sl	heatl	h sha	all be	e bla	ack.						
		4.9)	HV Tes	st t	o be	e 3k	kV ı	rms	core	e to o	core	for 5	min	١.								
		Test re	quireme	ent	s as	s pe	er C	Claus	se No	ο. 5 ι	unde	r CE,	/416	5/NP	CIL/	CBL/	IC-TC	/TR				
	į																					

(ě F

बां एच ई एल
A4-11

CE/416/NPCIL/CBL/IC-TC/TR
REV 00

OF 13

**PAGE** 

09

E) TESTS

### 5) TESTS

- 5.1) All cables shall be subject to Routine, Acceptance & Type Tests in line with the requirements under this specification.
- 5.2) Type Tests for Instrumentation, Thermocouple & Control cables Cables:
- 5.2.1) All Instrumentation, Thermocouple & control cables to be supplied will be of type tested quality. The list of type tests applicable for Instrumentation, Thermocouple & Control cables are given in table below this clause. Vendor is required to conduct type test for each size and type of cables specifically for this project witnessed by BHEL/Consultant/Customer even if type test reports are available. Test procedure has to be submitted for approval before conducting type test. It has to clearly specify test setup, instruments to be used, applicable standards, procedure, acceptance norms, recording of different parameters, interval of recording, etc.

SI. No.	Component	NSTRUMENTATION, THERMO Test	Standard	Remarks
	<u> </u>		BS 6360/IS 8130	Remarks
1	For Conductor	Resistance test		
2	(including	Elongation test	BS 6360/IS 8130	
3	drain wire)	Diameter test	BS 6360	
4		Tin coating test &	IS-8130	
		continuity test		
		(Persulphate test)		
5		Annealing test		
6		Solder test on tinning		
7	For EPR	Test for Thickness	IS 9968 Part I	
8	Insulation and	Tensile Strength &	IS 6380/	
	LHLS Sheath	Elongation (before & after	BS 6899	
	(Inner & Outer)	ageing)		
9		Accelerate ageing test	IS 6380	
10	]	Loss of mass	IS 6380	
11		Hot set test	IS 6380	
12	]	Shrinkage test		
13		Stripping properties		Only for
				insulation
14		Thermal stability test		
15		Volume resistivity & water		Only for
		immersion test (at room &		insulation.
		elevated temperature)		
16	1	Oxygen Index &	ASTMD-2863	Only for sheath
		Temperature Index Test		,
17	-	Smoke Density Rating Test	ASTMD-2843	-
18	1	Acid gas generation test	IEC-60754-1	
19	-	Toxicity index test	NES 713	-

ब एच ड पले CE/416/NPCIL/CBL/IC-TC/TR

A4-11

COPY RIGHT AND CONFIDENTIAL
THE INFORMATION ON THIS DOCUMENT IS THE PROPERTY OF BHARAT HEAVY
ELECTRICALS LIMITED . IT MUST NOT BE USED DIRECTLY OR INDIRECTLY IN ANY WAY
DETRIMENTAL TO THE INTEREST OF THE COMPANY.

REV 00 PAGE 10 OF 13

Sl. No.	Component	Test	Standard	Remarks
20		Termite proof test	As per	
			supplier's	
			spec	
21		Acid gas generation test for fillers	IEC-60754-1	
22		Oxygen & Temperature	ASTMD-2863/	,
		index & Smoke density	ASTMD-2843	
		rating test for fillers		
23	For Al-Mylar	Continuity test		
24	Shield	Shield thickness test		
25		Overlap & coverage test		
26	On completed	Constructional Details	IS-10810	
	cables	(Conductor & drain wire		
		- number of strands &		
		diameter of strands,		
		Twisting & Lay of pairs		
		Thickness of Insulation		
		and Sheath, Dia of		
		Armor, overall diameter,		
		color & marking on outer		
		sheath, numbering of		
		pairs, core color, band		
		marking, unit		
		identification, visual &		
		surface finish etc.)		
27		Electrical Parameters	VDE-0472	
		(Mutual capacitance,		
		Cross talk, Attenuation,		
		Characteristic		
		Impedance, capacitance		
		unbalance)		
28		Insulation resistance	IS 6380	At 27°C & at max
				rated temp.
29		Thermal EMF test	ANSI MC 96.1	Only for T/C cables.

CE/416/NPCIL/CBL/IC-TC/TR

REV 00

PAGE 11 OF 13

			IAGE	11 01 15
SI. No.	Component	Test	Standard	Remarks
30		Measurement of	VG 95218-	
		capacitance between	Part 66	
		conductor of pairs and		
		between conductor and		
		shield ´		
31		High Voltage test	1.5 Kv as per	
			IS 9968 Part-I	
32		Noise Interference	IEEE	
			Transactions	
33		Flammability test	IEEE-383, IEC-	Also refer to
			332	clause 5.3.2
				below_
34		Swedish Chimney test	SEN-4241475	
35		Drain wire continuity		
36		Anti-rodent, anti-termite,		
		anti-fungus, moisture		
		retardant test on sheath		

5.2.2) With respect to the list of type tests in above table, relevant standards/reference document shall be referred to by the vendor in case there is no standard listed against any test(s) or the listed standard is not relevant/complete reference to the test(s) in context of this supply.

### 5.3. Acceptance Tests

5.3.1) The following acceptance tests shall be carried out on samples taken from the lot of each type of cable. The total number of drums of each type of cable offered at a time shall be treated as lot size. The sample size for the acceptance test shall be as per appendix –A of IS-8784.

ACCE	PTANCE TESTS FO	OR INSTRUMENTATION, THERMOO	OUPLE & CONTRO	DL CABLES
Sl. No	Component	Test	Standard	Remarks
1	Constructional details	Conductor Diameter, Thickness of Insulation and Sheath, Dia of Armour, Shield Thickness, Coverage and overlap of shield, overall diameter, marking on outer sheath, band marking, numbering of pairs, colour, continuity of drain wire & tin coating etc	As per applicable standard & approved datasheet.	

COPY RIGHT AND CONFIDENTIAL
THE INFORMATION ON THIS DOCUMENT IS THE PROPERTY OF BHARAT HEAVY ELECTRICALS
LIMITED. IT MUST NOT BE USED DIRECTLY OR INDIRECTLY IN ANY WAY DETRIMENT TO
THE INTEREST OF THE COMPANY.

REV 00

PAGE 12 OF 13

SI. No	Component	Test	Standard	Remarks			
2	Electrical	Mutual Capacitance, L/R ratio	As per				
	parameters	Capacitance unbalance test	applicable				
		Cross talk	standard				
		Characteristic impedance	- & - approved				
		Attenuation	datasheet				
3	EPR Insulation	Tensile Strength & elongation test		-			
	& LHLS Sheath	Thermal stability test					
4	LHLS properties test	Oxygen index & temperature index test					
		Smoke density rating					
		Acid gas generation test					
		Toxicity Index test on sheath					
		Termite proof test on sheath					
5	Completed	Loop resistance test			]		
	cables	Insulation resistance test		At 27° C			
		Conductor resistance test (cable & Drain wire)					
		High Voltage test					
		Persulphate test					
		Flammability test					
		Swedish chimney test (Overall cable)					
		Length checking					
		Visual & Surface finish					
		Thermal EMF test (for T/C cable)					
		Measurement of mutual capacitance					
		between cores and capacitance between any core and screen					

identification, test certificates etc.

CE/416/NPCIL/CBL/IC-TC/TR

	ब पंच ई पत		CE/416/NP	CIL/CBL/IC	C-TC/QP
	A4-10		REV	00	9
			PAGE 0	1 OF	20
	PROJECT:	1. KAPP – UNIT 3 & 4 2. RAPP – UNIT 7 & 8			
	CUSTOME	R: M/S NPCIL			noachd seil se chairmean ann an Anna
COPY RIGHT AND CONFIDENTIAL THE INFORMATION ON THIS DOCUMENT IS THE PROPERTY OF BHARAT HEAVY ELECTRICALS LIMITED. IT MUST NOT BE USED DIRECTLY OR INDIRECTLY IN ANY WAY DETRIMENTAL TO THE	INTEREST OF THE COMPANY.	QUALITY PLAN FO	E & CONTROL		
	REVISION:00		CHECKE!	D & APPRO	eleks
			M. DHA	RMASHEK	AR
	7		PREPARED	ISSUED	DATE
			G.S.Au	416	17/05/2016

É

HE

## QUALITY ASSURANCE PLAN FOR EPR INSULATED LHLS SHEATHED UNARMOURED INSTRUMENTATION CABLES (SAMPLE)

REMARKS (11)											
λ.	Λ		-	-	-	-	-			-	-
AGENCY (10)	M		7	,	۹	7	77	~		7	. 79
⋖	a,		7	ŗ	١	7	2	7		7	2
FORMAT OF RECORDS	(6)		T.C.	d		-op-	-op-			T. C.	-op ,
ACCEPTANCE NORMS	(8)		The conductor shall be smooth & free from	scratches & burrs.	BHEL Spec.	-op-	ç	*		Should be free from foreign particles IS-6380	IS-6380
REFERENCE DOCUMENT (7)			The conductor shall be smooth & free from scratches	& burrs	IS-8130	=	r	=		Should be free from foreign particles IS-6380	IS-10810 Part 7 & IS-6380
QUANTUM OF CHECK	(9)		Random sample	One country from	lot of 10	bobbins/Baskets /Drums or part	there- of	=		One sample per Batch of 10 MT or part there of	ę
TYPE OF CHECK	(5)		Visual	Dhydical	ruysicai	Electrical	Physical	Chemical		Visual	Physical
Class (4)			В	Д	q	C	Ŋ	Ü		C	υ
Characteristies (3)			Surface finish	Diometer	Didilibita	Conductor Resistance at 20 deg.C	Annealing test (Cu)	Tinning test of Cu wire		1. Type of Compound	<ul><li>2. Tensile strength</li><li>&amp; Elongation</li></ul>
Component and Operations	(2)	RAW MATERIALS CONDUCTOR	Copper	& Drain Wire	Diam who				INSULATION	EPR (TYPE IE- 2)	
SI. No.	(E)	1.0	1.1.1						1.2.		

QUALITY ASSURANCE PLAN FOR EPR INSULATED LHLS SHEATHED UNARMOURED INSTRUMENTATION CABLES (SAMPLE)

REMARKS (11)								_		
>		_		-		-				
AGENCY (10) W		7	0.00	7		7	7	22	0 0	
A		2	7.7	2		7	2	7 7	7 7	
FORMAT OF RECORDS (9)		T.C.	-op-	-op-	-op.,	-op-	-op-	-op-	-op-	,
ACCEPTANCE NORMS (8)		Shall be smooth	BHEL Specification -do-	should be free from foreign particles	IS-6380	IS-6380 & BS-6899	BHEL Spec.		". Supplier specification.	
REFERENCE DOCUMENT (7)		Shall be smooth	BHEL Specification -do-	should be free from foreign particles	IS-6380	IS-6380 & BS-6899	ASTM-D-2863/IS-10810-58	ASTM-D-2843/IS-10810-63 IEC-754-1/IS-10810-59	NES 713 Supplier specification.	
QUANTUM OF CHECK (6)		Random Sample	-op-	Each lot one sample per batch of 10 MT	or part thereof	62	6	5 5 6	£	*
TYPE OF CHECK (5)	,	Visual	Physical Physical	Visnal	Visual	Physical	Physical	Physical Chemical	Chemical	
Class (4)		∢	OO	V	C	O	C	υυ	U U	
Characteristics (3)		Visual Check of Tape	Thickness Composition (Al+ Polyester)	Visual Check of material	Type of compound	Tensile strength of Elongation	Oxygen index & temperature index	Smoke density HCL emission	Toxicity Index Termite proof	-
Component and Operations (2)	SHIELDING	Polyester backed Al Tape		SHEATH	LHLS(Type- SE3)		•			
SI.	1.3			1.4						

CE/416/NPCIL/CBL/IC-TC/QP REV-00 PAGE NO: 04 OF 20

(je

in the

QUALITY ASSURANCE PLAN FOR EPR INSULATED LHLS SHEATHED UNARMOURED INSTRUMENTATION CABLES (SAMPLE)

REMARKS (11)	,						-					
>	>			~		_		_			 	
AGENCY (10)	≥		7	7	2	2		7	2	7		
₹	а.		2	2		2		7	2	2		
FORMAT OF RECORDS	6		T. C.	-op-	-op-	-op-		-op-	-op-	-op-	,	
ACCEPTANCE NORMS	(8)		Approved Data Sheet and JBHEL Spec.	23	56	2		8966-SI	Smooth and free from	BHEL Specification		
REFERENCE DOCUMENT ACCEPTANCE (7)			Approved Data Sheet & BHEL Spee.	2	66			IS-9968	Smooth and free from	BHEL Specification		
QUANTUM OF CHECK	(9)		Each setting & onee in a shift	-op-	66			%001	Each setting	-op-		
TYPE OF CHECK	(5)		Physical	Physical	Physical	Physical		Electrical	Visual	Visual		
Class (4)	·		В	В	В	IJ					 	
Characteristics (3)			Type of insulation Compound	Dimensions/Dia.	Over conductor Dimesions/Dia.	Over core Thickness of	insulation (Avg. & Min)	Spark Testing	Surface Finish	Colour		
Component and Operations	(2)	PROCESS INSPECTION	Insulation									
SI. No.	(1)	2.0	2.2								 	

## **QUALITY ASSURANCE PLAN FOR EPR INSULATED LHLS SHEATHED UNARMOURED INSTRUMENTATION CABLES (SAMPLE)**

REMARKS (11)											
<u> </u>	>				-						
AGENCY (10)	}	7	H H	44	7	7	22	<u> </u>			
٢		2	88	2 2	7	2	7.7			,, · · · · · · · · · · · · · · · · · ·	
FORMAT OF RECORDS	(6)	-op-	-op-	op-	-op-	-op	-op-			,	
ACCEPTANCE NORMS	(8)	Approved data Sheet & NPCII. Snee	-op-	Approved data sheet Approved data sheet	Approved data sheet	BHEL Spec.	Approved data sheet BHEL <sup>Spec</sup>				
REFERENCE DOCUMENT (7)		Approved data sheet	-op-	Approved data sheet Approved data sheet	Approved data sheet	BHEL Spec.	Approved data sheet BHEL <sup>Spee</sup>				
QUANTUM OF CHECK	(0)	Each setting & twiee in a shift	-op-	-op-	op-	-op-	-op-				
TYPE OF CHECK	(c)	Visual	Physical Physical	Visual Physical	Physical	Physical	Physical Physical		-		
Class (4)		С	υυ	C	В	C	D B				
Characteristics (3)		Sequence of Cores	Colour Code Pair numbering	Direction of lay Diameter over laidup	Lay Length	% age overlap/	Tape Dimesions Size of Drain wire				
Component and Operations	PAIR	Twisting		Laying-up		Overall shiclding					
SI.	(1)	2.3.1		23.2		2.4					

Ĝ

# **QUALITY ASSURANCE PLAN FOR EPR INSULATED LHLS SHEATHED UNARMOURED INSTRUMENTATION CABLES (SAMPLE)**

co							
REMARKS (11)							
>-	>	_	-	-	<u> </u>		<b>—</b>
AGENCY (10)	≥	7	7	7	7	7	
AC	а	2	2	2	2	7	7
FORMAT OF RECORDS	6)	T.C.	-op-	-op-	-op-	-op-	-op-
ACCEPTANCE NORMS	8	IS-6380	BHEL Spcc.	-op-	Approved Data Sheet and BHEL Spec.	surface should be smooth & free from porosity	Approved Data Sheet and BHEL Spcc.
REFERENCE DOCUMENT (7)		IS-6380	BHEL Spec.	о́р	BHEL Spec.	Surface shall be smooth & free from porosity	Approved Data Sheet and BHEL Spec.
QUANTUM OF CHECK	(9)	Each setting & at random	Each setting & twice in a shift	Each setting & twice in a shift	During setting & running	In each shift	Each setting & twice in a shift
TYPE OF CHECK	(5)	Physical	Physical	Physical	Visual	Visual	-op-
Class (4)		၁	C	В	В	В	В
Characteristics (3)	,	Type of LHLS Compound	Thickness Average/ Minimum	Dia over outer sheath	Colour	Surface finish	Embossing/Printing/ Sequential Marking.
Component and Operations	(2)	LHLS Sheath (Tyne SF3)	(cra Afr)				
S. S.	Ξ	2.5					
					*		

<u>OUALITY ASSURANCE PLAN FOR EPR INSULATED LHLS SHEATHED UNARMOURED INSTRUMENTATION CABLES (SAMPLE)</u>

RKS )		•			- 1-		·			
REMARKS (11)										
Y	>			-	1	1		_	<b></b>	<b>H</b>
AGENCY (10)	≥	_	1,2	1,2	1,2	1,2	1,2	1,2	7,1	1,2
Ϋ́	Д		7	2	7	7	7	7	7	7
FORMAT OF RECORDS	(6)		TR	-op-	-op-	-op-	-op-	-op-	-op-	-op-
ACCEPTANCE NORMS	(8)		IS-8130	IS-8130	BHEL spec.	BHEL spec.	IS-6380 & BS-6899	15-6380	IS-6380	NPCIL spec.
REFERENCE DOCUMENT (7)			IS-8130	IS-8130	BHEL spec.	BHEL spcc.	IS-6380& BS-6899	IS-6380	15-6380	SS-424-14-75/IS-10810-61
QUANTUM OF CHECK	(9)		Random sample	-do-	-op-	-op-	-op-	-op-	-op-	-op-
TYPE OF CHECK	(5)		Physical	Electrical	Physical	Physical	Physical	Physical	Physical	Physical
Class (4)	,		Ŋ	υ	Ŋ	Ŋ	C	O	Ö	O
Characteristics (3)			Elongation test for cu	Conductor resistance	Dia of conductor	Thickness of insulation	Tensile & elongation on insulation & sheath	Hot set test on insulation and sheaths	Accdcrated aging test on insulation and sheath	Flame retardant test
Component and Operations	(2)	TYPE TESTS ON FINISHED CABLE								
S. S.	Ē	3.0	3.1	3.2	3.3	3.4	3.5	3.6	3.7	3.8
		L								





CE/416/NPCIL/CBL/IC-TC/QP REV-00 PAGE NO: 08 OF 20

0F.

AII.

<u>OUALITY ASSURANCE PLAN FOR EPR INSULATED LHLS SHEATHED UNARMOURED INSTRUMENTATION CABLES (SAMPLE)</u>

REMARKS (11)														
<b>X</b>	Λ	-	-	-	_		_	_	_		-	-		
AGENCY (10)	≫	1,2	1,2	1,2	1,2	1,2	1,2	1,2	1,2	1,2	1,2	1,2		
Ā	Ь	2	2	2	7	7	2	2	2	2	2	2	-	
FORMAT OF RECORDS	(6)	TR	-op-	-op-	-op-	-op-	-op-	-op-	-op-	-op-	-op-	-op-		
ACCEPTANCE NORMS	(8)	18-9968	IS-6380	Approved DS	IS-8130	BHEL spec	BHEL spec	BHEL Spec.	BHEL Spec.	Approved data sheet	NES 713	Supplier specification.		
REFERENCE DOCUMENT (7)		8966-SI	IS-6380	Approved DS	IS-8130	ASTM-D-2863/IS-10810-58	ASTM-D-2863/IS-10810-58	IEC-754-1/ IS-10810-59	ASTM-D-2863/IS-10810-63	VG 95218-Part 66	NES 713	Supplier specification.		
QUANTUM OF CHECK	(9)	Random sample	-op-	-ор-	-op-	-op-	-op-	-op-	-op-	-op-	-0 <b>p</b> -	-op-		
TYPE OF CHECK	(5)	Electrical	Electrical	Physical	Chcmical	Physical	Physical	Physical	Physical	Electrical	Chemical	Chemical		
Class (4)		C	C	C	C	C	C	C	C	C	C	C		
Characteristics (3)		HV test	IR test at 27°C and at max rated temperature	Dia of finished cable	Tinning test for conductor & drain	Wire Oxygen index on sheath	Temperature index on sheath	HCL emission on sheath	Smoke density on sheath	Mutual capacitance between cores and	between core & shield Toxicity Index	Termite proof		
Component and Operations	(2)	TYPE TESTS ON FINISHED CABLE									10 10			
SI. No.	Ξ	3.9	3.10	3.11	3.12	3,13	3.14	3.15	3.16	3.17	3.18	3.19		

**QUALITY ASSURANCE PLAN FOR EPR INSULATED LHLS SHEATHED UNARMOURED INSTRUMENTATION CABLES (SAMPLE)** 

	REMARKS (11)	Γ										
1	CY (	^	2 1	2 1		- 1	2 1	2 1	2 1	2   1	-	
	AGENCY (10)	¥	1,2	1,2	1,2	1,2	1,2	1,2	1,2	1,2	1,2	
		Ъ	2	2	2	2	7	7	2	2	7	
	FORMAT OF RECORDS	(6)	TR	TR	TI.	TR	TR	TR	T.	, TR	TR	
	ACCEPTANCE NORMS	(8)	IS-8130	IS-6380	8966-SI	IS-8130	IS-8130	BHEL spec	IS-6380	8966-SI	BHEL Spec.	
	REFERENCE DOCUMENT (7)		IS-8130	IS-6380	1S-9968	IS-8130	IS-8130	BHEL spec	IS-6380	8966-SI	ASTM-D-2863/IS-10810-58	
	QUANTUM OF CHECK	(9)	100%	100%	100%	Samples as per	-do-	-op-	-op-	-op-	-op-	
	TYPE OF CHECK	(5)	Electrical	Electrical	Electrical	Physical	Electrical	Physical	Electrical	Electrical	Physical	
	Class (4)		C	C	C	C	C	C	၁	ပ	Ü	
	Characteristics (3)		Conductor resistance test	IR test	H,V. test	Elongation test on cu	Conduetor resistance test	Thickness of insulation sheath	IR at 27°c	H.V. test	Oxygen index in sheath	
	Component and Operations	(2)	ROUTINE TESTS			ACCEPTANCE TESTS						
	S. Š	(1)	4.0	4.2	4.3	5.0	5.2	5.3	5.4	5.5	5.6	5.7

()

# <u>OUALITY ASSURANCE PLAN FOR EPR INSULATED LHLS SHEATHED UNARMOURED INSTRUMENTATION CABLES (SAMPLE)</u>

REMARKS (11)												î
>		_	-		_	-	-	-	_	₽4	ÄHFI	
AGENCY (10)		1,2	1,2	1,2	1,2	1,2	1,2	1,2	1,2	1,2	8	itory
AC		2	2	7	7	7	2	7	2	2	(NPC	plier abora
FORMAT OF RECORDS (9)		TR	TR	TR	TR	TR	TR	TR	ÌR	TR	Durchasear (NPCII & BHEL)	Prime Supplier External Laboratory
ACCEPTANCE NORMS (8)		BHEL Spec.	BHEL Spec.	BHEL Spee.	NES 713	Supplier specification.	Approved data sheet	Approved DS	SS-424-14-75(F3)/	NPCIL Spec.		 - ci ri
REFERENCE DOCUMENT (7)		ASTM-D-2863/IS-10810-58	ASTM-D-2843/IS-10810-63	IEC-754-1/IS-10810-59	NES 713	Supplier specification.	VG 95218-Part 66	Approved DS	SS-424-14-75(F3)/	NPCIL Spec.	Minor	Major Critical Test Certificate Test Report
QUANTUM OF CHECK		Samples as per IS-9968 Part I	-op-	-op-	-op-	-op-	-op-	-op-	-op-	-op-		B
TYPE OF CHECK		Physical	Physical	Physical	Chcmieal	Chemical	Electrical	Physical	Physical	Visual		
Class (4)		ر د	Ü	Ü	C	Ö	υ	C	Ü	В		
Characteristics (3)		Temperature index on sheath	Smoke density on sheath	HCL emission on sheath	Toxicity Index	Termite proof	Measurement of eapacitance between cores and between cores and shield	O.D. of Cable	Flame retardant test	Embossing on the cable	Dowformed by	Witnessed by Verified by
Component and Operations	ACCEPTANCE TESTS										LEGEND:	
12 % S	+	5.7	5.8	5.9	5.10	5.11	5.12	5,13	5.14	5.15	LE	, ≥ >

FORMAT AGENCY REMARKS OF (10) (11)									
Ϋ́	>				_				-
ENC (10)	м ^		7 7	4	7	7	7	7	7
AG	4		2 5	4	7	7	7	7	7
FORMAT OF	RECORDS (9)		T.C.		-op-	-op-	-op-	-0p-	-op-
ACCEPTANCE NORMS	(8)		Approved Data Sheet & BHEL Spec.	š	*	3	8966-SI	Smooth and tree from porosity	BHEL Specification
REFERENCE DOCUMENT	6)		Approved Data Sheet & BHEL <sup>Spec.</sup>	*	3	3	8966-SI	Smooth and free from porosity	BHEL Specification
QUANTUM OF CHECK	(9)		Each setting & once in a shift	-op-	3	3	100%	Each setting	-op-
TYPE OF	CHECK (5)		Physical	Physical	Physical	Physical	Electrical	Visual	Visual
Class	(4)	A.A.A.A.A.A.A.A.A.A.A.A.A.A.A.A.A.A.A.	В	В	В	C			
Characteristics	(3)		Type of insulation compound	Dimensions/Dia.	Dimensions/Dia.	Thickness of insulation (Avg. & Mín.)	Spark Testing	Surface Finish	Colour
Component and Operations	(2)	PROCESS INSPECTION	Insulation		-				
S. S.	Ξ	2.0	2.1						

REMARKS (11)							
	W		Т		I	_	
AGENCY (10)		2	7	7 7	2	7	7 7
AG	Ъ	2	2	2 2	2	2	7 7
FORMAT OF	S	-op-	-ор-	-op-	-op-	-op-	-op-
ACCEPTANCE NORMS	(8)	Approved data Sheet	oc BHEL spec.	Approved data sheet Approved data sheet	Approved data sheet	BHEL Spec.	Approved data sheet BHEL Spec.
REFERENCE DOCUMENT	(2)	Approved data shcet	-ор-	Approved data sheet Approved data sheet	Approved data sheet	BHEL Spec.	Approved data sheet BHEL Spec.
QUANTUM OF CHECK	(9)	Each setting &	twice in a shift -do-	-op-	-op-	-op-	-op-
TYPE OF	CHECK (5)	Visual	Physical	Visual Physical	Physical	Physical	Physical Physical
Class	(4)	Ç	Ç	ВС	В	O	ОМ
Characteristics	(3)	Sequence of Cores	Colour Code	Direction of lay Diameter over laidup	Lay length	%age overlap/	Coverage Tape Dimensions Size of Drain Wire
Component and Operations	(2)	PAIR Twisting		Laying-up		Overall shielding	
		2.2		2.2.2			

								_								
REMARKS	(11)															
-		>		-			_		-		_					-
AGENCY	(10)	PWV		2			7		7		2		2			7
AG		ط		2			7		7		2		2			7
FORMAT	OF	RECORDS	(6)	T.C.			-op-		-op-		-op-		-op-			-op-
ACCEPTANCE	NORMS		(8)	IS-6380			BHEL -Spec.		Approved DS		BHEL Spec.		Surface shall be	smooth & free from porosity		Approved Data Sheet and BHEL spec.
REFERENCE	DOCUMENT		(2)	IS-6380			BHEL -Spec.		Approved DS		BHEL Spec.		Surface shall be smooth	& free from porosity		Approved Data Sheet and BHEL. Spec.
QUANTUM OF	CHECK		(9)	Each setting & at	random		Each setting & twice in a shift		Each setting &	LWICE III a SDIIL	During setting & running	1	In each shift			Each setting & twice in a shift
TYPE	OF	CHECK	(5)	Physical			Physical		Physical		Visual		Visual			-op-
Class			(4)	၁			O		В		В		В			В
Characteristics			(3)	Type of Compound		Thickness of Average	/ Minimum	Dia over outer sheath		Colour			Surface finish		Embossing/Printing/	Sequential Marking
Component	and Operations		(2)	THTS	Sheath	(Type SE 3)										
SI.	Š		$\equiv$	2.4												

REMARKS	(11)										
λ	>			_	_		-	_		_	
AGENCY				1,2	1,2	1,2	1,2	1,2	2,	1,2	1,2
Ā	д			2	7	7	7	7	7	2	7
FORMAT OF	RECORDS	(6)		TR	-op-	-op-	op-	-op-	-op-	-op-	-op-
ACCEPTANCE NORMS	STATUS (S)	(8)	Approved	Manufacturer's standard	BHEL spec.	BHEL ·spec.	IS-6380	IS-6380	15-6380	BHEL Spcc.	8966-SI
REFERENCE		(2)		Manufacturer's standard	BHEL Spec.	BHEL Spec.	IS-6380	IS-6380	IS-6380	SS-124-14-75/IS-10810- 61	8966-SI
QUANTUM OF		(9)		Random sample	-op-	-op-	-op-	-op-	-op-	-op-	-op-
TYPE	CHECK	(5)		Electrical	Physical	Physical	Physical	Physical	Physical	Physical	Electrical
Class	3	(4)		C	C	C	O	C	C	Д	C
Characteristics	Ç	(3)		Loop resistance	Dia of conductor	Thickness of insulation and sheath	Tensile & clongation on insulation & sheath	Hot set test on sheaths	Accelerated aging test on insulation and sheath	Flame retardant test	H.V. test
Component	Operations	(7)	ON FINISHED	CABLE							
S. Z	? :	(E)	3.0	3.1	3.2	3,3	3.4	3.5	3.6	3.7	3.8
		_									

RKS )	`									
REMARKS (11)										
Ϋ́	>	-	-	П	П	-	-	н	_	
AGENCY (10)		1,2	1,2	1,2	1,2	1,2	1,2	1,2	1,2	1,2
Ϋ́	Ь	2	7	7	7	2	74	7	7	77
FORMAT	RECORDS (9)	TR	-op-	-op-	-op-	-op-	-op-	-op-	-op-	-op-
ACCEPTANCE NORMS	(8)	IS-6380	Approved DS	IS-8130	ANSI-C96.1	BHEL spcc	BHEL spec	BHEL spec	NES 713	Manufacturer's specification
REFERENCE	(£)	IS-6380	Approved DS	IS-8130	ANSI-C96.1	ASTM-D-2863/ IS-10810-58	ASTM-D-2863/ IS-10810-58	IEC-754-I/IS-10810-59	NES 713	Manufacturer's specification
QUANTUM OF CHECK	(9)	Random sample	-op-	-op-	-op-	-op-	-op-	-op-	-op-	-op-
TYPE OF	CHECK (5)	Electrical	Physical	Chemical	Electrical	Physical	Physical	Physical	Chemical	Chemical
Class	(4)	C	C	С	С	C	၁	ပ	C	С
Characteristics	(3)	IR test at 27°c and at max rated temperature	Dia of finished cable	Tinning test for drain wire	Thermo emf charaeteristic test	Oxygen index on sheath	Temperature index on sheath	HCL emission on sheath	Toxicity index test on sheath	Termite proof test on sheath
Component	Operations (2)	TYPE TESTS ON FINISHED CABLE						1, 1, 1, 1		
Si. No	(1)	3.9	3.10	3.11	3.12	3.13	3.14	3.15	3.16	3.17

FORMAT AGENCY REMARKS OF (10) (11)			
CY.	>		_
GENC) (10)	≩	1,2	1,2
₹	Ь	2	7
FORMAT OF	RECORDS P W V	-op-	-op-
ACCEPTANCE NORMS	(8)	BHEL Spec.	Approved data sheet
REFERENCE DOCUMENT	(2)	ASTM-D-2863/ IS-10810-63	BS-5308 / IS-5608 or equivalent
QUANTUM OF CHECK	(9)	Random sample	-op-
TYPE OF	CHECK (5)	Physical	Eleetrieal
Class	(4)	C	O
Characteristics	(3)	Smoke density on sheath	Mutual Capacitance between corcs and between core & earth
Component and	Operations (2)	TYPE TESTS ON FINISHED CABLE	
SI. No	(1)	3.18	3.19

CE/416/NPCIL/CBL/IC-TC/QP REV-00 PAGE NO: 19 OF 20

REMARKS (11)													
Ϋ́	>				_		-		-		-	Т	-
AGENCY (10)	W		1,2	1,2	1,2		1,2	1,2	1,2	1,2	1,2	1,2	1,2
A(	Д		7	7	2		7	2	2	~	7	2	2
FORMAT OF	RECORDS (9)		TR	TR	TR		TR	TR	TR	TR	TR	TR	TR
ACCEPTANCE NORMS	(8)		Approved Manufacturer's standard	IS-9968	IS-6380		Approved DS	Manufacturer's standard	BHEL spec	IS-6380	8966-SI	BHEL Spec.	BHEL Spec.
REFERENCE DOCUMENT	6		IS-8130 Manufacturer's standard	IS-9968	IS-6380		Approved DS	Manufacturer's standard	BHEL spec	08E9-S1	IS-9968	ASTM-D-2863/ IS-10810-58	ASTM-D-2863/ IS-10810-58
QUANTUM OF CHECK	(9)		100%	100%	%001		Samples as per IS-9968 Part-I	-op-	-op-	-op-	-op-	-op-	-op-
TYPE OF	CHECK (5)		Electrical	Electrical	Electrical		Physical	Electrical	Physical	Electrical	Electrical	Physical	Physical
Class	(4)		ပ	Ö	Ŋ		υ	C	C	C	Ö	Ü	C
Characteristics	(3)		Loop resistance test	H.V. test	IR test		O.D. of cable	Loop resistance test	Thickness of insulation and sheath	IR at $27^{\circ}$ C	H.V. Test	Oxygen index on sheath	Temperature index on sheath
Component and Operations	(2)	ROUTINE TESTS	-			ACCEPTANCE	1531						
SI. No	Ξ	4.0	4.1	4.2	4.3	5.0	5.1	5.2	5.3	5.4	5.5	5.6	5.7

CE/416/NPCIL/CBL/IC-TC/QP REV-00 PAGE NO: 20 OF 20

N.

# **QUALITY ASSURANCE PLAN FOR THERMOCOUPLE EXTENSION CABLES (SAMPLE)**

REMARKS (11)									
X	>			-		-	-	_	-
AGENCY (10)	W		1,2	1,2	1,2	1,2	1,2	1,2	1,2
¥	Ь		7	7	7	7	7	7	2
FORMAT	RECORDS (9)		TT	TT	TL	TR	TT	TR	TK
ACCEPTANCE NORMS	(8)		BHEL Spec.	BHEL Spec.	NES 713	Approved data sheet	ANSI-C96.1	BHEL Spec.	Manufacturer specification
REFERENCE DOCUMENT	(2)		ASTM-D-2843 /IS-10810-63	IEC-754/IS-10810-59	NES 713	BS-5308 / IS-5608 or equivalent	ANS1-C96.1	BHEL Spec.	Manufacturer specification
QUANTUM OF CHECK	(9)		Samples as per IS-9968 Part-I	-op-	-op-	-op-	-op-	-op-	-op-
TYPE OF	CHECK (5)		Physical	Chemical	Chemical	Electrical	Electrical	Visual	Chemical
Class	4		C	Ü	C	O	C	В	C
Characteristics	(3)		Smoke density on sheath	HCL emission on sheath	Toxicity index test on sheath	Measurement of capacitance between cores and between cores and carth	Thermo emf characteristic test	Embossing on the cable	Termite proof test on sheath
Component and Operations	. (2)	ACCEPTANCE TESTS							
S. S	Ξ		5.8	5.9	5.10	5.11	5.12	5.13	5.14

Purchaser (NPCIL & BHEL)
Prime Supplier
External Laboratory Minor Major Critical Test Certificate Test Report A C C B A Performed by Witnessed by Verified by LEGEND:
P
W
V



## ಭಾರತ್ ಹೆವಿ ಎಲೆಕ್ಟ್ರಿಕಲ್ಸ್ ಲಿಮಿಟೆಡ್ भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Ltd.,
(A Government of India undertaking
Electronics Division

PB 2606, Mysore Road Bangalore, 560026 INDIA

CE: PR: 003- Rev 00

### SPECIAL COMMERCIAL CONDITIONS OF CONTRACT

RFQ No: NKG0000692 RFQ Date: XX XX. 2016 Due Date: AS per EPS Project: Kakrapara Atomic Power Project. Unit 3&4

and RAJASTHAN ATOMIC POWER PROJECT- unit 7 & 8

Item Description: INSTRUMENTATION, CONTROL AND THERMOCOUPLE CABLES

Purchase Executives: In cases where tender documents are bulky, or due to some reasons tender documents are required to be submitted by hand, the offers are to be handed over to either of the following Purchase Officers:

-Mr. NEELKANT GHODE

**E-mail-IDs:** In case offers are sent through E-mail, please send the offers to both of the following email-IDs: neelkantghode@bheledn.co.in

E-tendering: Applicable / Not Applicable.

Reverse Auction: Not Applicable / Will be intimated during commercial clarifications to technically acceptable vendors.

In case BHEL does not resort to Reverse Auction, the price bids and price impacts (if any) shall be opened as per BHEL's standard practice.

**Splitting of tendered quantity to MSE vendors:** The tendered quantity will not be split to MSE vendors subject to submission of relevant documents by vendors. **Refer clause H of Instructions to Bidders for conditions applicable and for information on documents to be submitted.** 

**Destination:** Items are to be directly despatched to BHEL's Site Office or Stores/Customer's Stores located in GUJARAT and Rajasthan State. Road Permit, if applicable, will be issued by BHEL along with Despatch Clearance.

### **Project Benefits:**

- Indigenous scope of supply:
  - a) Project is Mega Power Project or Ultra Mega Power Project: Eligible for "NIL" Excise Duty. Necessary documents for availing Excise Duty exemption by suppliers will be furnished by BHEL.
  - b) Physical Export project: Eligible for complete exemption of Excise Duty & Sales Tax. Necessary documents for availing such benefits will be furnished by BHEL to suppliers.
  - c) Nuclear Power Project under a special category: Eligible for claiming Terminal Excise Duty benefit from DGFT as per present EXIM policy. Confirm submission of following in original: 

    O Disclaimer Certificate (Annexure XI)
    - Copy of Excise Invoice attested by Suptd of Central Excise authorities with signature and seal, in blue ink, to enable BHEL to claim terminal Excise duty benefit from DGFT.
- Imported scope of supply:
  - a) Project is Mega Power Project or Ultra Mega Power Project: Eligible for "NIL" Customs Duty.
  - b) Physical Export project: Eligible for complete exemption of Customs Duty.

Terms of De	livery:													
Indicate stati	ion of de	espate	ch:											
Indicate plac	e of mai	nufac	turing (w	herever app	olicable):									🛛
Indigenous	scope	of	supply:	Ex-works	(including	Packing	&	Forwarding	charges	but	excluding	Taxes	&	Duties):
	•	•			0			(for sea consig	•					
(In	cluding F	Packi	ng, Forwa	rding, Hand	ling, Ancillar	y charges l	like p	processing of S	Sight Draft,	/ Lette	er of Credit, i	negotiati	on o	f bank
Do	cuments	s, Exp	ort decla	ration, Coun	itry of Origin	etc.):								

S NO.	TERMS	BHEL ACCEPTABLE TERM	BIDDER'S CONFIRMATION	DEVIATION IF ANY
01	Validity	The offer will be valid for a period of 120 days from the date of technical bid opening.	AGREE	
02	Excise Duty & Cess	If applicable, indicate current rate of Excise Duty and maximum rate of Excise Duty (against proof of Excise Invoice).	APPLICABLE / NOT APPLICABLE	
		However, for calculation purpose and arriving at "Total Cost to BHEL" maximum rate of Excise Duty will be considered. In case Excise Duty remains firm throughout the contract, the same shall be specifically indicated. Otherwise, maximum Excise Duty will be considered for arriving at lowest bidder.	Present rate of Excise Duty with CESS	
		However, reimbursement of Excise Duty shall be at actuals against proof of Excise Invoice only. (Within contractual delivery).	Maximum rate of Excise Duty with CESS%	
		Physical export contract eligible for complete exemption of Excise duty against submission of necessary documents by BHEL like ARE-1/CT-1 form.		
03	Central Sales Tax (CST)	If applicable, indicate current rate of sales tax against form "C".	APPLICABLE / NOT APPLICABLE Present Sales Tax rate	
		For issue of original form "C", vendor has to furnish "E1/E2" form. To enable vendor give E1/E2 form, photocopy of C form will be issued by BHEL.	against form "C"	
		Please confirm submission of "E1/E2 Sale form".	CONFIRMED	
		For physical export project, Sales Tax is exempted against necessary documents furnished by BHEL.		
04	Value Added Tax (VAT)	If applicable, indicate current rate of VAT.	APPLICABLE / NOT APPLICABLE	
		When VAT is applicable, BHEL ROD's/ Nodal Agency's Name, TIN No. and address to be indicated in invoice. (Note that two original invoice and one tax invoice should be submitted to BHEL).	VAT rate at present% NOTED	
05	Octroi	If applicable, indicate current rate of octroi.	AGREE Present Octroi rate%	

06	Freight Charges (for indigenous scope of supply)	Freight charges shall be to vendor's account.  Quote lumpsum reasonable Freight charges separately in priced offer, plus service tax if any.  Vendor's offer will be evaluated on "Total cost basis" including freight charges.  Vendor shall book the consignment through their approved Road carriers on "Freight pre-paid" and door delivery consignee copy attached basis. Freight charges to be claimed from BHEL along with POD (Proof of Delivery) on original L/R.	AGREED And quoted as lumpsum amount in price bid.  Service Tax% (extra /inclusive in freight charges)	
07	Service Tax on E&C and Training Charges	If applicable, indicate current rate of Service Tax	APPLICABLE / NOT APPLICABLE  CONFIRMED	
08	Parting of license for imported raw materials	In case of Mega project, Ultra-Mega project and Physical Export project where Custom Duty and Excise Duty are NIL and vendor is importing any raw materials /	AGREE	
		components for the enquired item, same are eligible for Zero Customs duty. As per EXIM policy, BHEL will part the import licence with the vendors to obtain import licence by themselves and custom clear the raw materials/components by availing zero customs duty. Hence, please furnish list of raw materials / components to be imported by you with Quantity and CIF value (for which BHEL has to share import licence). The benefit due to the above shall be passed on to BHEL and confirmed in the quotation.		
		If there are no imported raw materials/components, same shall be confirmed in the offer.	We confirm that there are no imported components.	
09	Delivery Period	Within 12 weeks from the date of issue of approved or documents manufacturing clearance by BHEL, later. whichever	AGREE weeks	
10	Guarantee/ Warranty	24 months from the date of delivery of goods or Months from the date of commissioning of good, nichever is earlier.	AGREE	
11	Inspection agency	Materials will be inspected by :	AGREE	

12	Terms of Payment at the time of material supply	Refer Clause "F" of Instructions to Bidder for BHEL standard Payment terms and loading factors applicable for non-compliance against payment terms: Indigenous Scope: a)Supply with E&C b)Supply with Supervision of E&C c) Supply only Imported Scope: d)Supply with E&C e)Supply with Supervision of E&C f) Supply only Note: Kindly indicate if High Sea Sales will be operated. If yes, confirm submission of relevant documents as per Annexure V.	YES / NO	
13	Performance Bank	PBG will be applicable for a period of 36 months + claim	CONFIRMED AGREE	
13	Guarantee (PBG)	period of 6 months for a value equal to 10% of the basic value of the purchase order.  Refer Clause "G" of Instructions to Bidders.	Pronte	
14	Terms of Payment	For Training:	AGREE	
	not related to material supply	100% will be paid in 45 days from the date of completion of Training or 15 days from the date of submission of complete		
	<del>materiai suppiy</del>	set of documentation, whichever is later. Separate invoice		
		shall be submitted for Training charges along with		
		documentary evidence. For Engineering & Documentation		
		<del>Charges:</del>		
		100% will be paid in 45 days from the date of approval of		
		final documents or 15 days from the date of submission of		
		invoice, whichever is later. Separate invoice to be submitted for Engineering & documentation charges.		
15	Mode of despatch	Indigenous Scope:	AGREE	
	•	By Road on Door Delivery Consignee Copy attached basis		
		through your approved transporter (unless otherwise		
		indicated in Despatch Instructions), only on receipt of		
		Despatch Clearance from BHEL. Imported Scope:		
		By Air/Sea through BHEL approved Consolidator/Freight		
		Forwarder, only on receipt of Despatch Clearance from BHEL.		
16	Despatch	Complete set of despatch documents (original + 1	AGREE	

	Documents	photocopy set) as per Purchase Order shall be forwarded to BHEL directly.  Depending upon the project/customer demands, despatch documents may include one or more documents from the following:  Commercial Invoice, Excise Invoice (if ED is applicable), Lorry Receipt (L/R), Packing List, Air Way Bill (AWB), Country of origin certificate, Warranty Certificate, Insurance Intimation letter, NIL Short Shipment Certificate, Original Performance Bank Guarantee (directly from issuing bank to BHEL), POD (Proof of Delivery) on original L/R, Disclaimer Certificate (as per BHEL format attached as Annexure XI) along with ER-1 form & attested excise invoice (as per project demands like Nuclear Power plant) etc.  The precise list of despatch documents needed for a particular project will be specified in the Purchase Order.  One set of Invoice, Packing List and L/R or AWB shall be e-		
		mailed/faxed immediately to BHEL-EDN after despatch.		
17	O & M Manuals	As built Drawings, O & M Manuals and other approved documents shall be furnished in required no. of sets as per Specification/Purchase Order.	AGREE	
		Note: Supply of above documents (O&M) in required no. of sets along with material shall be indicated in packing list. If not mentioned BHEL may insist for submission in required sets once again.		
18	Quantity Tolerance	If applicable, indicate Quantity tolerance for each of the line item.  For Impulse/seamless/ GI pipes one random length applicable		Quantity Tolerance % Per Variety
19	Evaluation criteria for tendered item	for each variety of pipes.  Package wise evaluation of tendered item.  Order will be placed on Package wise L1 vendor.  PACKAGE-I INSTRUMENTATION CONTROL CABLE  PACKAGE —II THERMOCOUPLE CABLE  OR  Items will not be split on item wise lowest offer. Items to be evaluated and procured as a package.	AGREE	
20	Integrity Commitment	Integrity commitment will be applicable in the tender process and execution of contracts as mentioned in clause "I" of Instructions to Bidders.  IEM NAME: SRI V V RSASTRY, EXCMD, BEL.	AGREE	

## THE ENCLOSED INTGRETY PACT AGREEMENT FORMAT TO BE FILLED, SIGNED AND SUBMITTED ALONG WITH PART 1 PQCBID

With this, it is inferred that vendor has understood and accepts all terms & conditions as indicated in Instructions to Bidders (Document Ref: CE: PR: 001- Rev 00) & General Commercial Conditions for Contract (Document Ref: CE: PR: 002- Rev 00).

**VENDOR'S SIGNATURE WITH SEAL** 

NOTE: The above filled-in and signed-sealed document (in original) shall be furnished as part of Part-I Bid without fail. If no deviations are brought, it will be treated as if all terms and conditions of this enquiry are accepted by vendor without any deviation.



## ಭಾರತ್ ಹೆವಿ ಎಲೆಕ್ಟ್ರಿಕಲ್ಸ್ ಲಿಮಿಟೆಡ್ भारत हेवी इलेक्ट्रिकल्स लिमिटेड

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

CE: PR: 001- Rev 00

### **INSTRUCTIONS TO BIDDERS (Common for all RFQs)**

Bidder is requested to read the instructions carefully and submit their quotation covering all the points:

### A. GENERAL INSTRUCTIONS:

- 1. Any Purchase Order resulting from this enquiry shall be governed by the Instructions to Bidders (document reference: CE: PR: 001 Rev 00), General Conditions of Contract (document reference: CE: PR: 002 Rev 00) 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 the term suppliers / contractors wherever used in this document) are instructed to quote their most competitive price and best delivery, etc. in the offer. Prices should be indicated in both figures & words. (Please also refer clause 11 under section B)
- 4. Regret letter (either through post or by mail) indicating reasons for not quoting must be submitted without fail, in case of non-participation in this tender. If a bidder fails to respond against 3 consecutive tenders for the same item, he will be liable for removal as a registered vendor of BHEL.
- 5. Procurement directly from the manufacturers shall be preferred. However, if the OEM / Principal insist on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer / supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer / supplier or the manufacturer / supplier could bid directly but not both. In case bids are received from the manufacturer / supplier and his agent, bid received from the agent shall be ignored.
- 6. Consultant / firm (and any of its affiliates) shall not be eligible to participate in the tender/s for the related goods for the same project if they were engaged for consultancy services for the same project.
- 7. If an Indian representative / associate / liaison office quotes on behalf of a foreign based bidder, such representative shall furnish compulsorily the following documents:
  - a. Authorization letter to quote and negotiate on behalf of such foreign-based bidder.
  - b. Undertaking from such foreign based bidder that such contract will be honored and executed according to agreed scope of supply and commercial terms and conditions.
  - c. Undertaking shall be furnished by the Indian representative stating that the co-ordination and smooth execution of the contract and settlement of shortages / damages / replacement / repair of imported scope till system is commissioned and handed over to customer will be the sole responsibility of the Indian representative / associates / agent / liaison office.
  - d. Refer **Annexure X** on "Guidelines for Indian Agents".
- 8. In case of imported scope of supply, customs clearance & customs duty payment will be to BHEL account after the consignment is received at Indian Airport / Seaport. Bidders must provide all original documents required for completing the customs clearance along with the shipment. Warehousing charges due to

- incomplete or missing documentation will be recovered from the supplier's bill. All offers for imported scope of supply must be made from any of the gateway ports (within the country) indicated. (Refer Annexure I)
- 9. The offers of the bidders who are on the banned list and also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of the banned firms is available on BHEL website: www.bhel.com
- 10. Business dealings with bidders will be suspended if they are found to have indulged in any malpractices / misconduct which are contrary to business ethics like bribery, corruption, fraud, pilferage, cartel formation, submission of fake/false/forged documents, certificates, information to BHEL or if they tamper with tendering procedure affecting the ordering process or fail to execute a contract, or rejection of 3 consecutive supplies or if their firms / works are under strike / lockout for a long period.

### B. GUIDELINES FOR PREPARATION OF OFFER:

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

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

- 2. Supplier shall ensure to super scribe each envelope with RFQ number, RFQ Date, RFQ Due date and time, Item Description and Project clearly & boldly. Also mention on the envelope whether it is "Techno Commercial Bid" or "Price Bid" or "Pre-Qualification Bid". Pease 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. Xerox copy will not be accepted.
- 4. Any of the terms and conditions not acceptable to supplier, shall be explicitly mentioned in the Techno-Commercial Bid. If no deviations are brought out in the offer it will be treated as if all terms and conditions of this enquiry are accepted by the supplier without deviation.
- 5. Deviation to this specification / item description, if any, shall be brought out clearly indicating "DEVIATION TO BHEL SPECIFICATION" without fail, as a part of Techno-Commercial Bid. If no deviations are brought out in the offer it will be treated as if the entire specification of this enquiry is accepted without deviation.
- 6. Suppliers shall submit one set of original catalogue, datasheets, bill of materials, dimensional drawings, mounting details and / or any other relevant documents called in purchase specification as part of Technical Bid.
- 7. "Price Bid" shall be complete in all respects containing price break-up of all components along with all

- applicable taxes and duties, packing & forwarding charges (if applicable), freight charges (if applicable) etc. Once submitted no modification / addition / deletion will be allowed in the "Price Bid." Bidders are advised to thoroughly check the unit price, total price to avoid any discrepancy.
- 8. In addition, bidder shall also quote for erection & commissioning charges (E&C charges), documentation charges, service charges, testing Charges (type & routine), training charges, service tax, etc. wherever applicable. The price summary must indicate all the elements clearly.
- 9. Vendors should indicate "lump sum" charges (including To & Fro Fare, Boarding, Lodging, Local Conveyance etc.) for Supervision of Erection, Commissioning and handing over to customer. The quotation shall clearly indicate scope of work, likely duration of commissioning, pre-commissioning checklist and service tax (if any).
- 10. Wherever bidders require PAC (Project Authority Certificate) for import of raw materials, components required for Mega Power Projects, Export Projects 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.
- 11. All quotations shall be free from corrections /overwriting. Corrections if any should be authenticated with signature and seal. Any typographical error, totaling mistakes, currency mistake, multiplication mistake, summing mistakes etc. observed in the price bids will be evaluated as per **Annexure II** "Guidelines for dealing with Discrepancy in Words & Figures quoted in price bid". BHEL decision will be final.

### C. GUIDELINES FOR OFFER SUBMISSION:

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

needed for submission of e-tenders, help line numbers and executives of service provider of BHEL may be contacted.

Service provider: M-junction

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

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

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

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

### D. PROCESSING OFFERS RECEIVED:

- 1. Any discount / revised offer submitted by the supplier on its own shall be accepted provided it is received on or before the due date and time of offer submission (i.e. Part-I bid). The discount shall be applied on pro-rata basis to all items unless specified otherwise by the bidder.
- 2. Changes in offers or Revised offers given after Part-I bid opening shall not be considered as a part of the original offer unless such changes / revisions are requested by BHEL.
- 3. In case there is no change in the technical scope and / or specifications and / or commercial terms & conditions, 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 vendors, all techno-commercially acceptable bidders shall be asked by BHEL (after freezing the scope, technical specifications and commercial terms & conditions) to submit the impact of such changes on their price bid. Impact price will be applicable only for changes in technical specification / commercial conditions by BHEL. The impact price must be submitted on or before the cut-off date specified by BHEL and the original price bid and the price impact bid will be opened together at the time of price bid opening.
- 5. BHEL EDN reserves the right to adopt Reverse Auction or standard Price Bid Opening procedure for price evaluation, at its discretion. This will be decided after completion of technical evaluation of tender. (Refer Annexure III for Guidelines for Reverse Auction).
- 6. Un-opened bids (including price bids) will be returned to the respective bidders after release of PO and receipt of order acknowledgement from the successful bidder.
- 7. After receipt of Purchase Order, supplier should submit required documents like drawings, bill of materials, datasheets, catalogues, quality plan, test procedure, type test report, O & M Manuals and / or any other relevant documents as per Specification / Purchase Order, as and when required by BHEL / Customer.
- 8. Any deviation to the terms and conditions not mentioned in the quotation by supplier in response to this enquiry will not be considered, if put forth subsequently or after issue of Purchase Order, unless clarification is sought for by BHEL EDN and agreed upon in the Purchase Order.
- 9. Evaluation shall be on the basis of delivered cost (i.e. "Total Cost to BHEL"). "Total Cost to BHEL" shall include total basic cost, packing & forwarding charges, taxes and duties, freight charges, insurance, service tax for services, any other cost indicated by vendor for execution of the contract and loading factors (for non-compliance to BHEL Standard Commercial Terms & Conditions). Benefits arising out of Nil Import Duty on Mega Projects, Physical Imports or such 100% exemptions (statutory benefits), customer reimbursements of statutory duties (like Excise Duty, CST, VAT) will also be taken into account at the time of tender evaluation. (wherever applicable and as indicated in SCC document of tender)

10. 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.

11. Ranking (L-1, L-2 etc.) shall be done only for the techno-commercially acceptable offers.

### **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 suppliers 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. In case vendor does not provide PAN details, the TDS deduction shall be at the maximum percentage stipulated as per the provisions of Income Tax Act. (Applicable for Indian vendors only).
  - Foreign vendors shall submit relevant details of their bankers like Swift Code, Banker's Name & Address etc.
- 4. Vendors must submit bills & invoices along with required supporting documents in time. Incomplete documentation / delayed submission of invoice / documents will result in corresponding delay in payment.

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

Purchase Orders for indigenous procurement

### (a) SUPPLY WITH E&C:

- 1) 85% of basic value (excluding E&C charges) + 100% of taxes, duties and freight charges 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.
- 2) 15% of basic value (retention money), (excluding E&C charges) will be paid in 15 days from the date of submission of documents against supplementary invoice with proof of completion of E&C along with E & C charges (if any)

### (b) SUPPLY WITH SUPERVISION OF E&C:

- 1) 90% basic value (excluding E&C charges) + 100% of taxes, duties and freight charges 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.
- 2) 10% of basic value (retention money), (excluding E&C charges) will be paid in 15 days from the date of completion of erection and commissioning against supplementary invoice with proof of completion of E&C along with supervision charges (if any)

### (c) SUPPLY ONLY:

1) 100% of PO value with taxes, duties 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.

### Purchase orders for import procurement:

### (d) SUPPLY WITH E&C:

- 1) 85% of the basic value (excluding E&C charges) will be paid in 45 days, against usance draft of 45 days, from the date of AWB/BOL on submission of complete set of documents.
- 2) 15% of basic value (retention money), (excluding E&C charges) will be paid in 15 days from the date of completion of E&C along with E & C charges against supplementary invoice with proof of completion of E&C (if any).

### (e) SUPPLY WITH SUPERVISION OF E&C:

- 1) 90% of the value of the order will be paid on the 45th day, against usance draft of 45 days, from the date of AWB/BOL on submission of complete set of documents.
- 2) 10% of basic value (retention money) will be paid in 15 days from the date of completion of erection and commissioning against supplementary invoice with proof of completion of E&C along with supervision charges (if any).

### (f) SUPPLY ONLY:

1) 100% of PO value will be paid against usance draft of 45 days from the date of dispatch or 15 days from the date of submission of complete set of documents whichever is later.

### **LOADING FACTORS FOR PAYMENT TERMS:**

- 1) For offers received with requests for negotiation of documents through bank loading will be 15% of basic value (all bank charges to be borne by the seller).
  - (This loading factor is applicable only for purchase orders for indigenous supply).
- 2) In all cases where credit period is 30 days but not in line with the above mentioned standard payment terms offered loading applicable will be 5% of basic value.
  - (This loading factor is applicable only for purchase orders for indigenous supply).
- 3) For offers received with Letter of Credit payment term in place of sight draft payment term, loading applicable will be 5% of basic value. Additional loading of 5% will be applicable for payment terms as Letter of Credit with usance of less than 45 days.
  - (This loading factor is applicable only for purchase orders for imported supply).
- 4) For offers received with Sight Draft payment terms with usance of less than 45 days, loading of 5% will be applicable.
  - (This loading factor is applicable only for purchase orders for imported supply).
- 5) All payment terms with credit period of less than 30 days for indigenous supply and any other variation of payment terms are liable for rejection.
- 6) Standard payment terms indicated in para F (a), (b), (c), (d), (e) and (f) 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 and E&C charges (wherever applicable).
  - Wherever the Purchase Order is split into import portion and indigenous portion of supply the retention money will be 15% or 10% (as applicable) of both purchase order values put together.
  - Note 2: If the E&C could not be completed till the end of the Warranty period due to reasons not attributable to the supplier, BHEL may consider releasing the retention money to the supplier against Bank Guarantee for equivalent value valid for an initial period of one year.

### G. Bank guarantee (BG) / Performance bank guarantee (PBG):

- 1. Bank guarantee (BG) / Performance bank guarantee (PBG) will be applicable as called in the tender documents. Such PBG shall be valid for a period of 36 months + claim period of 6 months for a value equal to 10 % of the basic value of the purchase order. No deviation for the duration of PBG / BG will be permitted.
  - a. PBG shall be from any of the BHEL consortium of bankers (refer Annexure VI).
  - b. PBGs from nationalized banks are also acceptable.
  - c. PBG should be sent directly by the bank to the dealing executive mentioned in the purchase order located at the address mentioned in the purchase order. PBG should be in the format indicated. (Refer annexures VII & VIII respectively). No deviation to these formats will be allowed.
  - d. Confirmation from any of the BHEL consortium of banks or any of the Indian Public Sector Banks is essential for the acceptance of PBGs issued by foreign banks (located outside India).
  - e. Expired BGs / PBGs will be returned only after expiry of the claim period or on completion of the contractual obligation.

### f. Non acceptance for submission of PBG will attract loading as indicated below

i. Loading will be equal to the percentage of value for which BG / PBG is not provided. (Ex: if PBG / BG is given for 3 % of the basic value against 10% specified, loading applicable will be 7% (10 – 3 = 7 %). This value will be added to the quoted price while evaluating the lowest offer.

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

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

- a. Valid NSIC certificate or
- b. Entrepreneur's Memorandum part II (EM II) certificate (deemed valid for 2 years).
- c. EM II certificate with CA certificate (in the prescribed format given in Annexure IX) applicable for the year certifying that the investment in plant and machinery of the vendor is within permissible limits as per the MSME Act 2006 for relevant status where the deemed validity is over.
- d. Documents submitted for establishing the credentials of MSE vendors must be valid as on the date of part I / technical bid opening for the vendors to be eligible for the benefits applicable for MSE vendors.

  Documents submitted after the Part I / Technical bid opening date will not be considered for this tender.

### **PURCHASE PREFERENCE FOR MSE VENDORS:**

- e. MSE vendors quoting within a price band of L1 + 15% shall be allowed to supply up to 20% of the requirement against this tender provided
  - 1. The MSE vendor matches the L1 price
  - 2. L1 price is from a non MSE vendor
  - 3. L1 price will be offered to the nearest vendor nearest to L1 in terms of price ranking (L2 nearest to L1). In case of non-acceptance by the MSE vendor (L2) next ranking MSE vendor will be offered who is within the L1 + 15% band (if L3 is also within 15% band).
  - 4. 20% of the 20% (i.e. 4% of the total enquired quantity) will be earmarked for SC/ST owned MSE firms provided conditions as mentioned in (1) and (2) are fulfilled.

- 5. In case no vendor under SC / ST category firms are meeting the conditions mentioned in (1) and (2) or have not participated in the tender, in such cases the 4% quantity will be distributed among the other eligible MSE vendors who have participated in the tender.
- 6. Serial no. 1 to 5 will not be applicable wherever it is not possible to split the tendered quantity / items on account of customer contract requirement, or the items tendered are systems. Such information that tendered quantity will not be split will be indicated in the SCC.

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

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

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

**PURCHASE EXECUTIVE** 



## ಭಾರತ್ ಹೆವಿ ಎಲೆಕ್ಟ್ರಿಕಲ್ಸ್ ಲಿಮಿಟೆಡ್ भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Ltd., (A Government of India undertaking)
Electronics Division

PB 2606, Mysore Road Bangalore, 560026 INDIA

CE: PR: 002- Rev 00

### **GENERAL COMMERCIAL CONDITIONS FOR CONTRACT**

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

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

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

<u>Definitions:</u> 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.

### **Interpretation:**

In the contract, except where the context requires otherwise:

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

### **Applicable Conditions:**

- 1. <u>Price Basis:</u> All prices shall be firm until the purchase order is executed / completed in all respects. No price variations / escalation shall be permitted unless otherwise such variations / escalations are provided for and agreed by BHEL in writing in the purchase order.
- 2. <u>Validity:</u> The offer will be valid for a period of 120 days from the date of technical bid opening date. Validity beyond 120 days, if required, will be specified in the SCC (special conditions of contract).
- 3. Ordering and confirmation of Order: Vendor shall send the order acceptance on their company letter head within two weeks from the date of Purchase Order or such other period as specified / agreed by BHEL. BHEL reserves the right to revoke the order placed if the order confirmation differs from the original order placed. The acceptance of goods/services/supplies by BHEL as well as payments made in this regard shall not imply acceptance of any deviations.
  - The purchase order will be deemed to have been accepted if no communication to the contrary is received within two weeks (or the time limit as specified / agreed by BHEL) from the date of the purchase order.
- 4. <u>Documentation:</u> After receipt of Purchase Order, vendor should submit required documents like drawings, bill of materials, datasheets, catalogues, quality plan, test procedure, type test report, O & M Manuals and/or any other relevant documents as per Specification/Purchase Order, as and when required by BHEL/Customer.
  - At any stage within the contract period, the vendor shall notify of any error, fault or other defect found in BHEL's documents /specifications or any other items for reference. If and to the extent that (taking account of cost and time) any vendor exercising due care would have discovered the error, fault or other defect when examining the documents/specifications before submitting the tender, the time for completion shall not be extended. However if errors, omissions, ambiguities, inconsistencies, inadequacies or other defects are found in the vendor's documents, they shall be corrected at his cost, notwithstanding any consent or approval.

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

For delay in documentation: In the event of delay in submission of complete set of documents ((like drawings, bill of materials, datasheets, catalogues, quality plan etc. as called in tender specifications including soft copies wherever applicable) in required sets beyond three weeks (or as agreed/indicated in the Purchase Order) from the date of Purchase Order, penalty at 0.5% (half percent) per week or part thereof, limited to a maximum of 5% (five percent) of the basic material value of the Purchase Order will be applicable.

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

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

6. Contract variations (Increase or decrease in the scope of supply): BHEL may vary the contracted scope as per requirements at site. If vendor is of the opinion that the variation has an effect on the agreed price or delivery period, BHEL shall be informed of this immediately in writing along with technical details. Where unit rates are available in the Contract, the same shall be applied to such additional work. Vendor shall not

perform additional work before BHEL has issued written instructions / amendment to the Purchase Order to that effect. The work which the vendor should have or could have anticipated in terms of delivering the service(s) and functionality (i.e.) as described in this agreement, or which is considered to be the result of an attributable error on the vendor's part, shall not be considered additional work.

- 7. Reverse Auction: BHEL reserves the right to follow REVERSE AUCTION PROCEDURE (ONLINE BIDDING ON NETWORK) before finalising the Purchase order on technically competent bidders, as per the guidelines given in Annexure III. In case BHEL does not resort to Reverse Auction, the price bids and price impacts (if any) already submitted and available with BHEL shall be opened as per BHEL's standard practice.
- 8. <a href="Inspection:">Inspection:</a> Prior written notice of at least 10 days shall be given along with internal test certificates / COC and applicable test certificates. Materials will be inspected by BHEL-EDN-QS/CQS or BHEL nominated Third Party Inspection Agency (TPIA) or BHEL authorized Inspection Agency or Customer / Consultant or jointly by BHEL & Customer / consultant. All tests have to be conducted as applicable in line with approved Quality plan or QA Checklist or Purchase specification and original reports shall be furnished to BHEL-EDN, Bangalore for verification / acceptance for issue of dispatch clearance.
  - All costs related to inspections & re-inspections shall be borne by vendor. Whether the Contract provides for tests on the premises of the vendor or any of his Sub-contractor/s, vendor shall be responsible to provide such assistance, labour, materials, electricity, fuels, stores, apparatus, instruments as may be required and as may be reasonably demanded to carry out such tests efficiently. Cost of any type test or such other special tests shall be borne by BHEL only if specifically agreed to in the purchase order.
- 9. <u>Transit Insurance:</u> Transit insurance coverage between vendor's works and project site shall be to the account of BHEL, unless specifically agreed otherwise. However, vendor shall send intimation directly to insurance agency (as mentioned in dispatch instructions issued by BHEL) through fax/courier/e-mail, immediately on dispatch of goods for covering insurance. A copy of such intimation sent by vendor to insurance agency shall be given to BHEL along with dispatch documents. Dispatch documents will be treated as incomplete without such intimation copy. BHEL shall not be responsible for sending intimations to insurance agency on behalf of the vendor.
- 10. <u>High Sea Sales (HSS):</u> 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.
  Any delay in submission of complete / correct HSS documents to BHEL may incur demurrage charges. All demurrage charges on account of incomplete / incorrect HSS documents submission by vendor will be to vendor's account and all such charges will be recovered from any of the available vendor bills with BHEL.
- 11. Packaging and dispatch: The Seller shall package the goods safely and carefully and pack them suitably in all respects considering the peculiarity of the material for normal safe transport by Sea / Air / Rail / Road to its destination suitably protected against loss, damage, corrosion in transit and the effect of tropical salt laden atmosphere. The packages shall be provided with fixtures / hooks and sling marks as may be required for easy and safe handling. If any consignment needs special handling instruction, the same shall be clearly marked with standard symbols / instructions. Hazardous material should be notified as such and their packing, transportation and other protection must conform to relevant regulations.
  - The packing, shipping, storage and processing of the goods must comply with the prevailing legislation and regulations concerning safety, the environment and working conditions. Any Imported/Physical Exports items packed with raw / solid wood packing material should be treated as per ISPM 15 (fumigation) and accompanied by Phytosanitory / Fumigation certificate. If safety information sheets (MSDS Material Safety Data Sheet) exist for an item or the packaging, vendor must provide this information without fail along with the consignment.

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

Separate packing & identification of items should be as follows.

- 1. Main Scope All items must be tagged with part no. & item description.
- 2. Commissioning spares All items must be tagged with part no. & item description.
- 3. Mandatory spares All items must be tagged with part no. & item description.

- 12. Assignment of Rights & Obligations; Subcontracting: Vendor is not permitted to subcontract the delivery or any part thereof to third party or to assign the rights and obligations resulting from this agreement in whole or in part to third parties without prior written permission from BHEL. Any permission or approval given by the BHEL shall, however, not absolve the vendor of the responsibility of his obligations under the Contract.
- 13. <u>Progress report:</u> Vendor shall render such report as to the progress of work and in such form as may be called for by the concerned purchase officer from time to time. The submission and acceptance of such reports shall not prejudice the rights of BHEL in any manner.
- 14. Non-disclosure and Information Obligations: Vendor shall provide with all necessary information pertaining to the goods as it could be of importance to BHEL. Vendor shall not reveal confidential information that may be divulged by BHEL to Vendor's employees not involved with the tender/ contract & its execution and delivery or to third parties, unless BHEL has agreed to this in writing beforehand. Vendor shall not be entitled to use the BHEL name in advertisements and other commercial publications without prior written permission from BHEL.
- 15. <u>Cancellation / Termination of contract:</u> BHEL shall have the right to completely or partially terminate the agreement by means of written notice to that effect. Termination of the Contract, for whatever reason, shall be without prejudice to the rights of the parties accrued under the Contract up to the time of termination.
  - BHEL shall have the right to cancel/foreclose the Order/ Contract, wholly or in part, in case it is constrained to do so, on account of any decline, diminution, curtailment or stoppage of the business.
- 16. <u>Risk Purchase Clause:</u> In case of failure of supplier, BHEL at its discretion may make purchase of the materials / services NOT supplied / rendered in time at the RISK & COST of the supplier. Under such situation, the supplier who fails to supply the goods in time shall be wholly liable to make good to BHEL any loss due to risk purchase.
  - In case of items demanding services at site like erection and commissioning, vendor should send his servicemen /representatives within 7 days from the service call. In case a vendor fails to attend to the service call, BHEL at its discretion may also make arrangements to attend such service by other parties at the RISK & COST of the supplier. Under such situation the supplier who fails to attend the service shall be wholly liable to make good to BHEL any loss due to risk purchase / service including additional handling charges due to the change.
- 17. Shortages: In the event of shortage on receipt of goods and/or on opening of packages at site, all such shortages shall be made good within a reasonable time that BHEL may allow from such intimation and free of cost. In case BHEL raises an insurance claim, the cost of material limited to insurance settled amount less handling charges will have to be reimbursed by the Supplier.
  - <u>Transit Damages:</u> In the event of receipt of goods in damaged condition or having found them so upon opening of packages at site, Supplier shall make good of all such damages within a reasonable time from such intimation by BHEL. In case BHEL raises an insurance claim, the cost of material limited to insurance settled amount less handling charges will be reimbursed.
- 18. Remedial work: Notwithstanding any previous test or certification, BHEL may instruct the vendor to remove and replace materials/goods or remove and re-execute works/services which are not in accordance with the purchase order. Similarly BHEL may ask the vendor to supply materials or to execute any services which are urgently required for any safety reasons, whether arising out of or because of an accident, unforeseeable event or otherwise. In such an event, Vendor shall provide such services within a reasonable time as specified by BHEL.
- 19. <u>Indemnity Clause:</u> Vendor shall comply with all applicable safety regulations and take care for the safety of all persons involved. Vendor is fully responsible for the safety of its personnel or that of his subcontractor's men / property, during execution of the Purchase Order and related services. All statutory payments including PF, ESI or other related charges have to be borne by the vendor. Vendor is fully responsible for ensuring that all legal compliances are followed in course of such employment.

20. <u>Product Information, Drawings and Documents:</u> Drawings, technical documents or other technical information received by Vendor from BHEL or vice versa shall not, without the consent of the other party, be used for any other purpose than that for which they were provided. They may not, without the consent of the Disclosing party, otherwise be used or copied, reproduced, transmitted or communicated to third parties. All information and data contained in general product documentation, whether in electronic or any other form, are binding only to the extent that they are by reference expressly included in the contract.

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

All intellectual properties, including designs, drawings and product information etc. exchanged during the formation and execution of the Contract shall continue to be the property of the disclosing party.

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

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

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

- 23. <u>Guarantee / Warranty:</u> Wherever required, and so provided in the specifications / Purchaser Order, the Seller shall guarantee that the stores supplied shall comply with the specifications laid down, for materials, workmanship and performance. Unless otherwise specified, guarantee / warranty period shall be 30 months after the date of delivery of goods or 24 months from the date of commissioning of goods whichever is earlier. The guarantee / warranty period as described above shall apply afresh to replaced, repaired or re-executed parts of a delivery. Unless otherwise specifically provided in the Purchase Order, Vendor's liability shall be co terminus with the expiration of the applicable guarantee / warranty period.
- 24. <u>Limitation of Liability:</u> Vendor's liability towards this contract is limited to a maximum of 100% of the contract value and consequential damages are excluded. However the limits of liability will have no effect in cases of criminal negligence or wilful misconduct.

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

- 25. <u>Liability during guarantee / warranty</u>: Vendor shall arrange replacement / repair of all the defective materials / services under its obligation under the guarantee / warranty period. The rejected goods shall be taken away by vendor and replaced / repaired. In the event of the vendor's failure to comply, BHEL may take appropriate action including disposal of rejections and replenishment by any other sources at the cost and risk of the vendor.
  - In case, defects attributable to vendor are detected during first time commissioning or use, vendor shall be responsible for replacement / repair of the goods as required by BHEL at vendor's cost. In all such cases expiry of guarantee / warranty will not be applicable.
- 26. <u>Liability after guarantee / warranty period:</u> At the end of the guarantee / warranty, the Vendor's liability ceases except for latent defects (latent defects are defects / performance issues notices after the guarantee / warranty has expired). The Contractor's liability for latent defects warranty for the plant and equipment including spares shall be limited to a period of six months from the end of the guarantee / warranty period of the respective plant and equipment including spares or first time commissioning whichever is later but not later than 3 (three) years from the date of shipment.
- 27. <u>Compliance with Laws:</u> Vendor shall, in performing the contract, comply with all applicable laws. The vendor shall make all remittances, give all notices, pay all taxes, duties and fees, and obtain all permits, licences and approvals, as required by the laws in relation to the execution and completion of the contract and for remedying of any defects; and the Contractor shall indemnify and hold BHEL harmless against and from the consequences of any failure to do so.
- 28. Settlement of Disputes: Except as otherwise specifically provided in the Purchase Order, decision of BHEL shall be binding on the vendor with respect to all questions relating to the interpretation or meaning of the terms and conditions and instructions herein before mentioned and as to the completion of supplies/work/services, other questions, claim, right, matter or things whatsoever in any way arising out of or relating to the contract, instructions, orders or these conditions or otherwise concerning the supply or the execution or failure to execute the order, whether arising during the schedule of supply/work or after the completion or abandonment thereof. Any disputes or differences among the parties shall to the extent possible be settled amicably between the parties thereto, failing which the disputed issues shall be settled through arbitration. Vendor shall continue to perform the contract, pending settlement of dispute(s).
- 29. <u>Arbitration Clause:</u> In case amicable settlement is not reached in the event of any dispute or difference arising out of the execution of the Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision in any manner touching upon the Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred by either party to the sole arbitration of an Arbitrator appointed by the Executive Director/ General Manager of the purchasing unit/ region/ division of BHEL. Vendor shall have no objection even if the Arbitrator so appointed is an employee of BHEL or has ever dealt/ had to deal with any matter relating to this Contract.
  - Subject as aforesaid the provisions of the Arbitration and Conciliation Act, 1996 of India or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. It is a term of contract that the party initiating arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute. The venue for the arbitration shall be Bangalore, India. The award of the arbitrator shall be a speaking award and shall be final, conclusive and binding on all parties to this contract.
  - The cost of arbitration shall be borne equally by the parties. Notwithstanding the existence of any dispute or difference or any reference for the arbitration, the vendor shall proceed with and continue without hindrance the performance of the work under the contract with due diligence and expedition in a professional manner.
- 30. <u>Applicable Laws and Jurisdiction of Courts:</u> Prevailing Indian laws both substantive and procedural, including modifications thereto, shall govern the Contract. Subject to the conditions as aforesaid, the competent courts in BANGALORE alone shall have jurisdiction to consider over any matters touching upon this contract.

31. <u>General Terms:</u> That any non-exercise, forbearance or omission of any of the powers conferred on BHEL and /or any of its authorities will not in any manner constitute waiver of the conditions hereto contained in these presents.

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

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

## ANNEXURE - I LIST OF INTERNATIONAL GATEWAY AIRPORTS

For airbased consignment, terms of delivery will be on FCA basis from following listed airports only. This list is valid from 01.03.2013 to 28.02.2015. Vendors are requested to verify this list for use after 28.02.2015.

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

# <u>ANNEXURE – II</u> 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-III GUIDELINES FOR REVERSE AUCTION PROCEDURE

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

- 1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
- 2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit "online sealed bid" in the Reverse Auction. Non-submission of "online sealed bid" by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
- 3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
- 4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
- 5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
- 6. Bidders have to fax the Compliance form before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
- 7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
- 8. Reverse auction will be conducted on scheduled date & time.
- 9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
- 10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, as provided on case-to-case basis to Service provider within two working days of Auction without fail.
- 11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
- 12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the "Business Rules of Reverse Auction", which will be communicated before the Reverse Auction.
- 13. If the Bidder or any of his representatives are found to be involved in Price manipulation/cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/aborted.
- 14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
- 15. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

### ANNEXURE - IV

## <u>Electronic Funds Transfer (EFT) OR</u> <u>Paylink Direct Credit Form</u>

	Please Fill up the form in <b>CAPITAL L</b> TYPE OF REQUEST(Tick one):		E	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:					]
	Bank Name: Bank Address:					]
4 5 6	Bank Telephone No: Bank Account No: Account Type: Savings/Cash Credit 9 Digit Code Number of Bank and bra appearing on MICR cheque issued by Bank IFSC Code(applicable for NEFT Bank IFSC code(applicable for RTGS)	y Bank Γ )			    (Indian Financial S	ystem Code
	I hereby certify that the particulars given that I, as a representative for the about Bangalore to electronically deposit part of the transaction is delayed or not effinformation, I would not hold BHEL / IT This authority remains in full force un requesting a change or cancellation. I have read the contents of the coveriex pected of me as a participant under the coveries of the coveries that the coveries is a participant under the coveries of	ove named Com ayments to the of fected at all for transfering Ban til BHEL, EDN, ing letter and ag	pany, hereby designated ba reasons of inc k responsible. Bangalore rec	authorise BHEI nk account. omplete or inco	L, EDN, orrect otification	
	Date:					
	Authorised Signatory: Designation:			Telephone No	. with STD Code	
	Company Seal	Bank Cer				
	We certify that we confirm that the bank details given	has an Acco n above are cor			with us and	
	Date: Place:			S	) ignature	_
Please return completed form along with a blank cancelled cheque or photocopy thereof to: Bharath Heavy Electricals Ltd, Attn: Electronics Division, Mysore Road, BANGALORE - 560 026 In case of any Querry, please call concerned purchase executive.						

Α

В

С

D

## <u>ANNEXURE - V</u> 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.
- The date of the stamp paper should be prior to the Air Way Bill / Bill of Lading date.
- 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.

# Annexure-VI BHEL MEMBER BANKS (LIST OF CONSORTIUM BANKS)

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

	Nationalised Banks		Nationalised Banks
1	Allahabad Bank	19	Vijaya Bank
2	Andhra Bank		Public Sector Banks
3	Bank of Baroda	20	IDBI
4	Canara Bank		Foreign Banks
5	Corporation Bank	21	CITI Bank N.A
6	Central Bank	22	Deutsche Bank AG
7	Indian Bank	23	The Hongkong and Shanghai Banking Corporation Ltd. (HSBC)
8	Indian Overseas Bank	24	Standard Chartered Bank
9	Oriental Bank of Commerce	25	The Royal Bank of Scotland N.V.
10	Punjab National Bank	26	J P Morgan
11	Punjab & Sindh Bank		Private Banks
12	State Bank of India	27	Axis Bank
13	State Bank of Hyderabad	28	The Federal Bank Limited
14	Syndicate Bank	29	HDFC Bank
15	State Bank of Travancore	30	Kotak Mahindra Bank Ltd
16	UCO Bank	31	ICICI Bank
17	Union Bank of India	32	IndusInd Bank
18	United Bank of India	33	Yes Bank

### Note:

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

# ANNEXURE-VII PROFORMA OF PERFORMANCE BANK GUARANTEE (For Bank Guarantees issued in Indian Rupees by Banks in India)

#### Note:

- To be executed in Rs. 100/- Non-Judicial stamp paper.
- To be submitted by issuing bank to Purchase Dept. directly. Please give BHEL address to banker.
- Do not enclose with Bank document.
- Modifications and additions/deletions to this BG format are not permitted.

#### PERFORMANCE GUARANTEE (PROFORMA OF BANK GUARANTEE)

AND WHEREAS the supplier has agreed to supply the materials and carryout the works as detailed and

in accordance with the terms set out in the said order / contract.

of the betwe the pe has be of the of the Works	VHEREAS the company is not required to pay to the supplier a sum of Rupees being the 10% value of the goods supplied / Works performed / Services rendered under the said order / contract en the supplier and the company, till the company is satisfied with the mechanical Warranties and rformance standards stipulated in the said order / contract between the company and the supplier en duly fulfilled, except, against a Bank Guarantee for the said sum of Rs in favour company by reputed Bank, in which case the company has agreed to make payment to the supplier said sum of Rupees being (10%) of the value of the goods supplied / performed / Services rendered under the agreement between the supplier and the company and the ntor has at the request of the supplier, agreed to furnish this Guarantee subject to the terms and ions stated below:
	THIS DEED WITNESSES THAT IN pursuance of the above said agreement, the guarantor hereby agrees venants with company is as follows:
1)	That during the period this contract of Guarantee remains effectual, the guarantor shall be liable in respect of the amount due and owing to the company in respect of the payments to the extent of Rs (in words) against any loss or damage caused to or suffered by the company by reasons of any breach of the terms of the said order / contract / Agreement by the supplier
2)	The Guarantor hereby undertakes to pay the amounts and payable under this guarantee without any demur, merely on demand from the company intimating that the amount claimed is due by way of loss or damage caused to or suffered or would be caused or suffered by any terms contained in the said order/contract. Any such demand made on the guarantor shall be conclusive as regards the amount due and payable by the Guarantor irrespective of the fact whether the contractor/supplier admits or denies.
3)	The Guarantor further agrees that the agreement herein contained shall remain in force and effect

till all supplies to be made /works to be performed / services to be rendered under the said order /contract /agreement are completed to the entire satisfaction of the company or till company certifies that the terms and conditions of the said order / contract agreement have been fully and

properly carried out by the said supplier and accordingly discharges the Guarantee. Unless a demand or claim under this guarantee is made on the guarantor in writing on or before the expiry of claim period indicated in clause 6 below, the guarantor shall be discharged from all the liability under this guarantee thereafter.

- 4) The guarantor further agrees with the company that the company shall have the fullest liberty without the consent of the guarantor and without effecting in any manner the obligations of the guarantor hereunder to vary any of the terms of the said order / contract / agreement or extend the time of performance by the said supplier from time to time or refrain from exercising the power exercisable by the company against the said supplier or to forebear or omit to enforce any of the terms and conditions relating to the said order / contract / agreement, and the guarantor shall not be relieved of its liability in whole or in part, by reason of any act, commission or forbearance on the part of the company or by reason of any such variation, or extension being granted to the said supplier or by reason of any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving the guarantor.
- 5) The guarantor undertakes not to revoke this guarantee during its currency except with the previous consent of the company in writing.

6)	Notwithstanding anything herein above obtained, the liability of the guarantor under these
	presents is restricted to Rs The guarantee shall be in force till its expiry on
	unless a demand is made on the guarantor within SIX months from the date of
	expiry, all the liability of the guarantor under this guarantee shall stand fully discharged. The
	decision of the claimant in regard to breach of contract is final and binding on the Bank.

IN WITNESS whereof, the guarantor, acting through it authorised representative has executed this deed of Guarantee on the day, month and year first above written.

(Seal of the Bank to be affixed)

For & On behalf of \_\_\_\_\_\_Bank
Signature of authorized person with
seal & designation

#### **WITNESS:**

1.

2.

## ANNEXURE-VIII PROFORMA OF PERFORMANCE BANK GUARANTEE

(For Bank Guarantees issued in Foreign Currency by Banks located outside India)

#### **BANK NAME AND ADDRESS**

Electronics Division
Bharat Heavy Electrical Limited (B.H.E.L.),
Mysore Road, P.B. No. 2606,
Bangalore- 560 026

Dear Sir,

Sub : 0	CONTRACT	PERFORMANCE G	GUARANTEE	Ē	Ref no			Dtd	······	
Date_		have entered in with I	M/s				hav	ing its i	registered	office at
order 	No	V	vhich is her has und	einafte dertake	er referred en to produ	to as "t ice a Ba	he said ink Gua	contract rantee fo	" and WHE or <mark>10%</mark> ( <mark>Ter</mark>	REAS M/s Percent
		contract		) t	o secure it	s obliga	ations t	o Electro		ion, BHEL
equipr	nent	ered office at New supplied,	We							Bank
guarar	ntee as pri	ncipal obligors on Ltd. (B.H.E.L.) dec	behalf of N	√l/s						
demar	nd and wit	any obligors acco thout demur to Bl - 560 026., India a	harat Heav	y Elect	ricals Ltd.,	Electro	nics Div	vision, M	lysore Road	d, P.B.No
(in wo	rds	mined below :								subject to
1.		tanding any right raised							tly against	
	evidence us.	to us that repaym	ent is due ι				vritten (	demand	shall be co	nclusive

2.	We shall not be discharged or released from this undertaking and Guarantee by any arrangements, variations made between you and M/s with or without our consent and knowledge or by any alteration in the obligations of M/s by any forbearance whether as to payment, time, performance or otherwise.			
3.	This guarantee shall remain valid until the end of six months after the close of the warranty period or until the same is reported by BHEL to us whichever is earlier.			
4.	We agree and undertake not to revoke this guarantee during its validity unless discharged in writing by you subject to the provision of clause (7) below:			
5.	This guarantee shall be a continuing guarantee subject to the foregoing and shall not be discharged by any change in the constitution of the Bank or M/s			
6.	This guarantee shall be governed by and constructed in accordance with the Laws of India.			
7.	At any time Bank may render this guarantee null and void by paying to Bharat Heavy Electricals Ltd. the full amount being ( in words )			

For and On behalf of Bank By its Authorised Signatory

## Annexure - IX Certificate by Chartered Accountant on Letter Head

This is to certify that M/s					
having its registered office at					
Further verified from the Books of Accounts that the investment of the company as on date as per MSMED Act 2006 is as follows:					
1. For Manufacturing Enterprises: Investment in plant and machinery (i.e., original cost excluding land and building and the items specified by the Ministry of Small Industries vide its notification No.S.O.1722 (E) dated October 5, 2006:					
2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006: RsLacs.					
The above investment of Rs Lacs in within permissible limit of Rs Micro / Small (Strike off which is not applicable ) Category under MSMED Act 2006.					
Date:					
(Signature)					
Name -					
Membership Number -					
Seal of Chartered Accountant					

## Guidelines for Indian Agents ANNEXURE - X

Definition of Indian Agent: An Indian Agent of foreign prinicipal is an individual, a partnership, an
association of persons, a private or pubile company, that carries our 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:

- 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.
- 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.
- 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.

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/ retainership 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.

## **Disclaimer Certificate For Deemed Export Benefits**

I, (Name & Designation) .....on behalf of M/s. ..... (Name and address of the supplier) hereby certify that we have supplied the following goods to M/s..... (Name and address of the recipient):

S.No.	Inv. No. & date	Description of goods	Unit	Qty.	Value

1. We are the manufacturer exporters/suppliers and are registered/not registered with Central Excise and have not availed and will not avail CENVAT facility in respect of the input/components used in aforesaid supplies. We have also not availed and will not avail rebate on the inputs/components used in aforesaid supplies.

OR

We are the suppliers and our supporting manufacturer(s) is/are registered/not registered with Central Excise and have not availed and will not avail CENVAT facility in respect of the inputs/components used in aforesaid supplies.

- 2. We also certify that we have not been issued any Advance Authorization/Duty Free Import Authorization in respect of the aforesaid supplied goods and have not availed any benefit thereon.
- 3. We further state that we have not drawn nor will draw any benefit for deemed export and we have no objection if M/s... (Name and address of the recipient) draws the deemed export benefits on the supplies mentioned above. (Required to be given in case benefits are claimed by recipient of goods).

OR

We have not given disclaimer certificate to M/s....... (Name and address of the recipient) and will not give disclaimer certificate, in future, in respect of these supplies for claiming deemed export benefits (Required to be given in case benefits are claimed by DTA suppliers).

#### 1. Registration of Suppliers and Flow.

Unregistered Supplier: Supplier visits EPS at https://bheleps.buyjunction.in

- a. Supplier visits EPS at https://bheleps.buyjunction.in
- b. Clicks "REGISTER" for registration
- c. Fills up the Registration Page form
- d. MJ will ensure Authentication of Registration 2
- e. Supplier logs in with the ID and password
- f. Supplier Maps the signing Certificate
- g. MJ will ensure the authentication the signing certificate 1.
- h. Supplier Logs in to the system again and views the RFQ
- 1. Supplier Attaches himself to the RFQ by clicking the Interested button
- j. Supplier fills the bid template and makes necessary attachments
- k. Supplier submits his bid by clicking CONFIRM.

#### NB:-

1 - BHEL Administrator or user will have no role for approving Registration and Open Tenders and OSC for Any supplier who has registered himself from the front END which is in case of OT.

#### For registered Supplier:

- o Supplier visits EPS home page
- O Supplier signs in with his/her user Id and password
- o Selects the RFQ Code and views it.
- Attaches himself to the RFQ by clicking the Interested button
- Supplier fills the bid template and makes necessary attachments
- Supplier submits his bid by clicking CONFIRM.

2. Open Tender Process For all units with data transfer Mechanism - Template based Bid submission mechanism

#### BID SUBMISSION

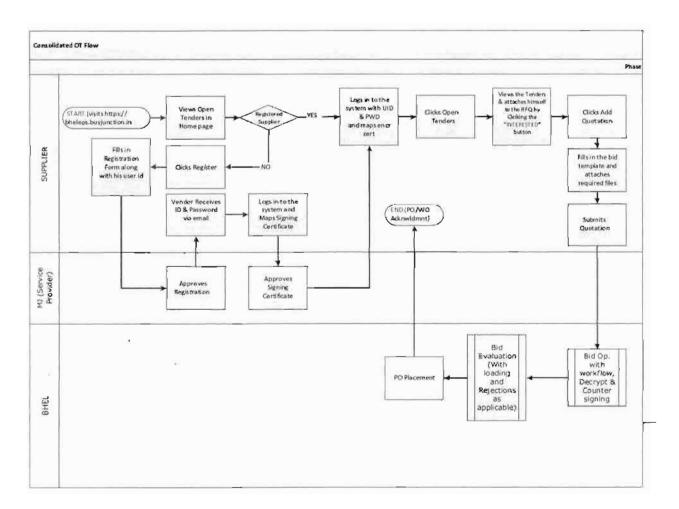
Supplier Login - Select RFQ & view it - Show INTEREST to participate - Respond to RFQ - Add Quotation - Upload proof of TENDER FEE & EMD with the valid document proof (as attachment) - Uploads Pre-qualification docs, Fills Techno-commercial & Price template - Submits Quotation.

#### NB:

<sup>2</sup> ADD Intimation is mechanism by which RFQ owner adds Supplier/Contractor I.e known sources' email lds for Intimation that an OT has been Issued. This is for information sake only. This does not mean that unintimated supplier cannot participate in OTs. Intimations can be issued by RFQ owner only, both during Tender publication in draft mode and after tender publication till the tender is still live and is viewable by RFQ owner and Approvers only in View Intimation list link in RFQ. This is not to be printed in any report, including chronological report

EPS will only trigger intimation email to all the email lds in the Intimation list.

3. Consolidated Flow Diagram of OT process



## **INTEGRITY PACT**

#### Between

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

shall include its successors or assigns of the ONE PART			
and			
, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART			
<u>Preamble</u>			
The Principal intends to award, under laid-down organizational procedures, contract/s for			
The Principal values full compliance with			
all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).			
In order to achieve these goals, the Principal will appoint Independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.			

## Section 1 – Commitments of the Principal

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

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

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved

in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC/ PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

#### Section 4 – Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

### Section 5 – Previous Transgression

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

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

- 6.1 The Bidder(s)/ Contractor(s) undertake(s) to obtain from all subcontractors a commitment consistent with this Integrity Pact and report Compliance to the Principal. This commitment shall be taken only from those sub-contractors whose contract value is more than 20 % of Bidder's/ Contractor's contract value with the Principal. The Bidder(s)/ Contractor(s) shall continue to remain responsible for any default by his Sub-contractor(s).
- 6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 6.3 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

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

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

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

8.1 The Principal appoints competent and credible Independent External Monitor for this Pact.

The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 8.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 8.6 The Monitor will submit a written report to the CMD, BHEL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.7 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.8 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant IPC / PC Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the

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

- 8.9 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.
- 8.10 The word 'Monitor' would include both singular and plural.

#### Section 9 – Pact Duration

- 9.1 This Pact begins and shall be binding on and from the submission of bid(s) by bidder(s). It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.
- 9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/ determined by the CMD, BHEL.

#### Section 10 – Other Provisions

- 10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.
- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5 Only those bidders/ contractors who l	have entered into this agreement with the Principal						
would be competent to participate i	n the bidding. In other words, entering into this						
agreement would be a preliminary qualification.							
For & On behalf of the Principal	For & On behalf of the Bidder/ Contractor						
(Office Seal)	(Office Seal)						
Place							
Date							
****	W						
Witness:	Witness:						
(Name & Address)	(Name & Address)						