

## **SPECIAL TERMS & CONDITIONS**

**SUPPLY & SERVICES OF 220 & 66 kV SS75 GIS POWERGRID Drass Project**

**Enquiry No. NIT 63520\_61G2200242 & Date: 03.03.2022**

---

# **BHEL NIT Terms and conditions**

**Project: Tender for Pre-Bid Tie-up with the GIS Manufacturer for Supply & Services w.r.t. 220 & 66 kV Gas Insulated Switchgear (GIS) for addressing tender invited by POWERGRID-INDIA. Specification No. 5002002162/GIS-EXCLUDING/DOM/A04-CC CS -5.**

**Tender due date:08.03.2022, 11:00 AM**

## **SPECIAL TERMS & CONDITIONS**

### **SUPPLY & SERVICES OF 220 & 66 kV SS75 GIS POWERGRID Drass Project**

**Enquiry No. NIT 63520\_61G2200242 & Date: 03.03.2022**

---

#### **Background of the tender:**

Bharat Heavy Electricals Limited(BHEL) (A Government of India Enterprise) incorporated under the Companies Act, 1956, having its Registered office at BHEL House, Siri Fort, New Delhi intends to participate in the tender invited by M/s POWERGRID INDIA for 220 kV GIS Package SS75 associated with "Transmission System Strengthening of Srinagar Leh Transmission System" for Extension of 220 kV Drass (GIS) Substation and 66/11kV New Zoji la East (GIS) S/S & Extension of 220 kV Drass (GIS) Substation and 66/11kV New Zoji la East (GIS) S/S (Specification No- 5002002162/GIS-EXCLUDING/DOM/A04-CC CS -5) as an EPC contractor.

For addressing the above tender, BHEL wish to have a tender specific pre bid tie-up with a 220 kV GIS Manufacturer who meets the Qualification requirement as outlined in this tender documents (Technical specification).

BHEL, therefore, invites sealed bids from eligible bidders for this project as per terms & conditions specified in the tender documents.

The qualified, lowest evaluated Bidder having requisite capacity and capability to perform the contract for the aforesaid tender as per the provisions of the Bidding Documents shall be pre-selected, for the scope of work contained in the Bidding Documents, for associating with BHEL for addressing the tender invited by M/s POWERGRID.

A legally enforceable undertaking (JDU) (jointly with the GIS Manufacturer) (as per enclosed format in Annexure-) to guarantee quality, timely supply, performance and warranty obligations as specified for the equipment(s) is to be submitted. GIS Manufacturer shall furnish performance guarantee for an amount of two (2) % of the total contract price of this project between BHEL & POWERGRID. This performance guarantee shall be in addition to the Performance Bank Guarantee security to be submitted by the Bidder.

In case BHEL becomes successful Bidder and receives the LOA from M/s POWERGRID, a firm Purchase Order shall be placed to the successful GIS Manufacturer/bidder for execution of relevant scope of work contained in this Bidding Documents.

BHEL reserves the right to cancel/withdraw this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

## SPECIAL TERMS & CONDITIONS

### SUPPLY & SERVICES OF 220 & 66 kV SS75 GIS POWERGRID Drass Project

Enquiry No. NIT 63520\_61G2200242 & Date: 03.03.2022

---

1. In case any discrepancy between the requirements mentioned under special terms & conditions and general terms & conditions, special terms and conditions shall prevail.
2. For any technical clarification, kindly contact **Mr. Jai Soni, Sr. Manager (TBEM)**  
BHEL, Transmission Business Group  
9Th Floor, Plot No: C-20/1/A-1, Joy Towers, Sector-62, Noida-201309, UP, India  
Phone: +91 (0) 0120- 6748534  
Fax: +91 (0) 0120 – 6748580.  
E-mail: jaik@bhel.in
3. For any commercial clarification, kindly contact **MR. Vineet Gupta, Dy. Manager (TBMM);**  
BHEL, Transmission Business Group  
10<sup>th</sup> Floor, Plot No: C-20/1/A-1, Joy Towers, Sector-62, Noida-201309, UP, India  
Phone: +91 (0) 0120- 6748541  
Fax: +91 (0) 0120 – 6748580.  
Contact No. 0120 6748484/9873967276; E-mail: vineet.gupta@bhel.in
4. **Bidder to submit offer directly to TENDER BOX or email to [tbmmtenderbox@bhel.in](mailto:tbmmtenderbox@bhel.in)** for part-1 bid (i.e. techno-commercial bid) & **[tbmmtender.pricebidbox@bhel.in](mailto:tbmmtender.pricebidbox@bhel.in)** for Part-2 (i.e. PRICE BID) or **through NIC portal** (<https://eprocurebhel.co.in/nicgep/app>). Bidder may also visit <https://www.bhel.com>. No other mode for submission of tender is acceptable. Address is  
TENDER BOX  
BHEL, TRANSMISSION BUSINESS GROUP  
10<sup>th</sup> FLOOR, C-20/1A/1, JOY TOWERS,  
SECTOR-62, NOIDA-201309, UP, INDIA
5. **PROPOSED DELIVERY PLAN: Supply of GIS within 15 Months from the date of placement of purchase order and subsequent supervision during E&C.** Vendor to examine their best possible delivery plan & mention in **ACTIVITY SCHEDULE**. The same shall be submitted in BHEL format along with commercial offer duly signed and stamped by authorized person. In case, BHEL's delivery requirement is not met by vendor(s), then a chance may be given to all such vendors to review their quoted delivery schedule in line with BHEL's delivery requirement.
6. **Permissible Technical & Commercial Deviations:** No permissible technical & commercial deviation has been envisaged. Bidder to strictly follow the same, else offer is liable for rejection.
7. **Type of tender:** This tender is open tender but not a global tender and only **CLASS-I** suppliers as defined under the DPIIT order no. P-45021/2/2017-PP (BE-II) dated 04.06.2020 **are eligible to bid in this tender. Bids received from CLASS-II & Non-Local supplier shall be rejected.** Please refer clause mentioned at **Annexure-1** and Certification at **Annexure-2 / Annexure-3** (whichever is applicable) regarding restrictions under Rule 144 (xi) of General Financial Rules (GFRs), 2017. Bidder to comply with the clause and submit the certification. Non-compliance/ Non-submission of certification will lead to rejection of Offer.

## SPECIAL TERMS & CONDITIONS

### SUPPLY & SERVICES OF 220 & 66 kV SS75 GIS POWERGRID Drass Project

Enquiry No. NIT 63520\_61G2200242 & Date: 03.03.2022

---

8. **Mandatory tender documents:** Bidder shall submit the following documents along with commercial offer. Bidder to strictly follow the same else offer is liable for rejection.
- **Compliance of General Financial Rules (GFRs): Annexure-2 or 3** (whichever is applicable).
  - **Local content certificate:** Format is enclosed in **Annexure-A**. Bidder must fill the local content in percentage.
  - **MoP (ministry of Power) compliance:** Bidder to comply the MOP circular dated 02-07-2020 and its subsequent amendment, if any, in prescribed format (**Annexure-B**). Non-compliance/ Non-submission will lead to rejection of Offer.
  - **Integrity pact:** Format is enclosed in **Annexure-C**.
9. **Quantity Variation:** The final quantity may vary at contract stage by  $\pm 30\%$  of total contract value.
10. **PRE-QUALIFYING REQUIREMENT:** Bidder must comply the following, else the offer is liable for rejection.
- Technical PQR, which is mentioned in BHEL's technical specification.
  - Financial PQR as under;
- Bidder should have a minimum average audited annual turnover / Sales Value of **INR 4000 LAKHS** for the three financial years mainly 2017-18 & 2018-19, 2019-20 & 2020-21 and shall submit audited balance sheet and Profit & Loss Account Sheet of these years.

**Note:**

- (1). Bidder must submit all supporting documents along with their offer. No deviation against this enquiry is acceptable, else offer shall be rejected.
- (2). All documents (including third party documents/supporting documents) in language other than English, certified translated copy in English language should also be furnished.
- (3) Offers will be scrutinized based on the qualifying requirements and only those who are technically and financially capable to execute the job and who fulfil the prequalifying requirements (PQR) are eligible to quote against above NIT. However, final acceptance of the bidder/offer shall be subject to acceptance of our customer.

## SPECIAL TERMS & CONDITIONS

### SUPPLY & SERVICES OF 220 & 66 kV SS75 GIS POWERGRID Drass Project

Enquiry No. NIT 63520\_61G2200242 & Date: 03.03.2022

---

#### 11. IMPORTANT INSTRUCTION TO BIDDER – I;

- a. **PRE-BID MEETING:** NOT ALLOWED.
- b. **SUBMISSION OF JDU , INTEGRITY PACT AND DECLARATION OF LOCAL CONTENT:** Bidder to submit undertaking letter in their letterhead by declaring that these documents shall be submitted within 2-5 days after opening of price bid in case of L1 position. Bidder to indicate percentage of local content in their undertaking letter.
- c. **OPENING OF BIDS (PART-I & II):** Bidders are not authorized to attend the opening of Part-I & Part-II bid for this tender.
- d. **PROJECT STATUS:** Domestic in nature & GST is applicable for supply & services
- e. **Supervision charges:** Supervision charges should not be more than two (02) % of total ex-works value of supply portion else BHEL will recalculate prices of contract & fix the prices of supervision charges as two (02) % of total ex-works value of supply portion and it will be deemed as acceptable to L1 bidder. BHEL will place PO/LOI accordingly.
- f. **CUSTOMER APPROVAL: The GIS manufacturer must meet the techno-commercial Qualification requirement as stipulated in technical specification and any subsequent amendment.**  
**The GIS manufacturer must not be Banned or Delisted or Black Listed by any Government Department / Public Sector Undertaking on due date of submission of bid. The bidder will give a written confirmation in this regard along with the bid.**
- g. **PLACEMENT OF ORDER:** This tender is for tender specific pre bid tie-up only. The Purchase Order shall be placed to the successful GIS Manufacturer/bidder for execution of relevant scope of work contained in this Bidding Documents only if BHEL receives the order from the end customer (M/s POWERGRID) and before signing of contract with POWERGRID which shall be done within one month from the date of award by POWERGRID.  
Tender evaluation shall be done based on overall quantity as per NIT (Grand Total basis) however PO/LOI shall be placed site wise on L1 bidder at ex-works value for main GIS & **separate PO/LOI for mandatory spares and separate PO/LOI for maintenance equipment & tools & tackles shall be placed (as applicable).** Total cost for this purpose shall include cost of scope of work as mentioned in NIT along with applicable taxes & duties, and other services etc. (if applicable). GST input credit available to BHEL shall be reduced from prices while determining L1 status.  
Price breakup **including mandatory spares**, if any, required during execution of project shall be done only for account purpose and must be supported by logical relationship with original quoted prices.
- h. **INLAND FREIGHT & INSURANCE:** Supplier must ensure availability of their authorized person at site/store during for supervision of unloading for every LOT of dispatch. The Freight & Insurance to be paid by vendor on behalf of BHEL to be re-imbursed. Proof of transit insurance should be submitted along with dispatch documents.

## SPECIAL TERMS & CONDITIONS

### SUPPLY & SERVICES OF 220 & 66 kV SS75 GIS POWERGRID Drass Project

**Enquiry No. NIT 63520\_61G2200242 & Date: 03.03.2022**

**Note:** Transit Insurance policy shall be in Bidder's scope and that should also have a provision of 30 days extended cover at site/ store. **Place of site/store is Drass and Zo-zila, J&K, INDIA.**

- i. **MQP Requirement:** As per specification.
- j. **GeM ID seller:** GeM seller ID is mandatory for the bidders and must be mentioned in their offer. In case at the time of submission of offer GeM seller ID is not available with bidder, then successful tenderer should ensure to have GeM Seller ID prior to award of contract. Department of Expenditure (DOE) OM no. 6/9/2020-PPD dated 24.08.2020 may be referred in this regard.

#### 12. IMPORTANT INSTRUCTION TO BIDDER - II;

- a. Packing as per specification is applicable. However, bidder to ensure proper packing to avoid any damage & packing of spares should be separated.
- b. Validity of PERFORMANCE BG: It should cover the guarantee period & additional cover period of 3 months for claim.
- c. BHEL /Customer or both may witness the inspection as per approved QAP.
- d. The unit prices of addition/ deletion (.i.e. optional items) and type test charges (if applicable), as mentioned in BOQ of section-1 of technical specification shall be considered for evaluation.
- e. Order shall be awarded on ex- works basis for indigenous bidder.
- f. Unloading of material at site is not in scope of bidder.
- g. Validity of offer: **180 days from the date of submission of offer** i.e. opening date of techno-commercial bid (Part-I).

#### 13. DEFECT LIABILITY (GUARANTEE SPECIFIC CLAUSE):

In case bidder qualified through Route-1 then the defect liability period shall be twelve (12) months from the date of Taking Over/Completion of Facilities or 18 Months from the last date of supplies whichever period concludes later.

In case bidder qualified through Route-2 or 3 then the defect liability period shall be Forty Eight (48) months from the date of Taking Over/Completion of Facilities for GIS Circuit Breaker bay to be supplied by the manufacturer who have established manufacturing/testing facilities for 345kV or above voltage level Gas Insulated Switchgear (GIS) in India based on technological support of Parent Company (Principals) or Collaborator(s) or Subsidiary Company as per Clause No. 1.2 (Route-2) & 1.3 (Route-3) of Annexure-A (BDS) or 18 Months from the last date of supplies whichever period concludes later.

If during the Defect Liability Period any defect should be found in the design, engineering materials and workmanship of the Plant and equipment supplied or part thereof, the Contractor shall promptly, in consultation and agreement with the Employer regarding appropriate remedying of the defects, and at its cost, repair, replace or otherwise make good (as the Contractor shall, at its discretion, determine) such defect as well as any damage to the Facilities caused by such defect. The Contractor shall not be responsible for the repair, replacement or

## SPECIAL TERMS & CONDITIONS

### SUPPLY & SERVICES OF 220 & 66 kV SS75 GIS POWERGRID Drass Project

**Enquiry No. NIT 63520\_61G2200242 & Date: 03.03.2022**

---

making good of any defect or of any damage to the Facilities arising out of or resulting from any of the following causes:

- (a) Improper operation or maintenance of the Plant and equipment by the Employer.
- (b) Operation of the Facilities outside specifications provided in the Contract.
- (c) Normal wear and tear.

Note:

- 1. The tentative date of completion of Facilities & operational acceptance/taking over is **30-10-2024**.
- 2. Item like MANDATORY SPARES, MAINTENANCE EQUIPMENTS, TOOLS & TACKLES & CONSUMABLES ITEMS are not covered in defect liability, however bidder to bond to fulfil contractual liability.

- 14. **Liquidated Damage for Supply (Clause no. 13 of BHEL/TBG/GTC/2016 Rev.01):** In case of delay in execution of Purchase Order beyond the contractual delivery time, an amount of 0.5% of the total PO Ex-Works value & F & I Charges for supply per week of delay or part thereof subject to a maximum of 10% of the total PO Ex-Works value & F & I Charges shall be deducted as Liquidated Damages (LD) along with applicable GST (if any) on LD.
- 15. **Clause No 07 of GTC (PERFORMANCE BG): Option-B (10% of total ex-works value) is applicable** in case, vendor not opting any option as per NIT condition. However validity of PERFORMANCE BG will cover the defect liability period or last date of supply with extra 3 month claim over and above, whichever is later. Bidder (Qualified L1 bidder) to submit the Performance BG within 3-5 months after award of contract. In case delay in submission of Performance BG, enhanced Performance BG which would include interest (SBI rate + 6%) for delayed period.
- 16. **ADDITIONAL BG for POWERGRID:** Bidder to submit additional BG of two (02) % of contract value of this project between BHEL & POWERGRID. However, validity of PERFORMANCE BG will cover the defect liability period or last date of supply with extra 3 month claim over and above, whichever is later. Contract value is limited to INR 200 Cr. Format of JDU is enclosed. Actual Contract value (between BHEL & POWERGRID) shall be intimated before PO placement. In case, bidder is getting qualified through Route-2 or Route-3 then another additional BG of 3% of GIS ex-works value is to be given by Collaborator or Parent/ Principal as applicable. An undertaking for this additional BG for 3% ex-works value of GIS has to be submitted with bid by Collaborator or Parent/ Principal as applicable.
- 17. **PRICE BID FORMAT:** Bidder to quote their best prices strictly in BHEL's prescribed format of NIT, else their offer shall be liable to be rejected. Bidder has to mention "quoted" (in each applicable cell) in UN-PRICED BID. In case that cell is Not Applicable, "NA" must be mentioned in that particular cell. Prices shall be mentioned in Price bid schedule only. In case during detailed engineering stage, where it is mentioned NA (not applicable), bidder shall supply the same without any cost and delivery implication to BHEL.

## SPECIAL TERMS & CONDITIONS

### SUPPLY & SERVICES OF 220 & 66 kV SS75 GIS POWERGRID Drass Project

**Enquiry No. NIT 63520\_61G2200242 & Date: 03.03.2022**

---

18. **Clause No. 2.1 of general Terms & Conditions for tender Enquiry / Contract should be as follows:**

**PRICES: A.** Prices shall be FIRM. No enhancement of rate for whatsoever reasons unless and until asked by BHEL shall be allowed.

**PROJECT STATUS:** Domestic in nature. GST is applicable as per prevalent law.

19. **TERMS OF PAYMENT: (i) clause no 3.1 to 3.5 - of GTC are not applicable in this NIT (ii) Following clause shall be applicable in place of existing clause no 3.2,3.5 of GTC; 3.2 For supply & supervision works in scope of the supplier;**

**A. TERMS OF PAYMENT FOR INDIGENOUS BIDDER:**

85% of ex-works along with 100% value of GST & 100% F & I Charges payment within 60 days from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows:

- LR / GR duly endorsed by BHEL Site Official.
- Material Receipt Certificate issued by BHEL Site Official.
- GST Compliant Tax Invoice
- Packing List (Case-wise)
- Copy of Transit Insurance Certificate from underwriters.
- Material Inspection Clearance Certificate (MICC) issued by BHEL Quality Management
- Guarantee Certificate
- Copy of Performance Bank Guarantee (PBG)
- Certificate of acceptance of Type Test Reports issued by BHEL Engineering management wherever specifically mentioned in the Purchase Order.

**B. TERMS OF PAYMENT FOR INDIGENOUS BIDDER:** 10% of ex-works value payment within 60 days from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows:

- Invoice.
- Original certificate of successful completion of Supervision of Erection, Testing including HV Testing & Commissioning at Site issued by BHEL Site Official / Construction Management.

**Note:** In case of Supervision of Erection, Testing including HV Testing & Commissioning gets delayed beyond 12 months from the date of last supply for the reasons not attributable to supplier, supplier may claim payment of only five (05) % of supply portion by furnishing following documents and balance five (5) % of supply portion will be released after completion of successful completion of Supervision of Erection, Testing including HV Testing & Commissioning at Site issued by BHEL Site Official / Construction Management as mentioned above clause no-19.B of STC.

- a) Invoice

## SPECIAL TERMS & CONDITIONS

### SUPPLY & SERVICES OF 220 & 66 kV SS75 GIS POWERGRID Drass Project

**Enquiry No. NIT 63520\_61G2200242 & Date: 03.03.2022**

---

- b) Copy of certificate issued by BHEL site in charge. Confirming that delay in Supervision of Erection, Testing including HV Testing & Commissioning is not attributable to supplier (to be arranged by BHEL TBG)
- c) Copy of Bank Guarantee of equivalent value initially valid for 6 months from the date of submission of invoice with additional claim period of three months. In case Supervision of Erection, Testing including HV Testing & Commissioning is not successfully completed before expiry of Bank Guarantee, BG shall be kept suitably extended till successful completion of Supervision of Erection, Testing including HV Testing & Commissioning.

**C. TERMS OF PAYMENT FOR INDIGENOUS BIDDER:** 5% of ex-works value payment of total invoice value against completion of final engineering documentation as per technical specification and completion of supervision activity within 60 days from date of receipt of invoice. Documents (original + 2 copies) will be required for payment.

- Invoice.
- Final engineering documentation certificate by BHEL Engg group
- Copy of valid Performance BG.

#### **3.5 For Charges for Supervision of Erection, Testing & Commissioning at Site:**

100% payment along with applicable GST within 60 days from the date of receipt of complete GST compliant Tax invoice along with certificate of successful completion of Supervision of Erection, Testing including HV test & Commissioning at Site issued by BHEL Site Official / Construction Management in 3 sets (Original + 2 copies).

20. **MODE OF PAYMENT:** The following clause shall be applicable in place of clause no 41 of general terms and conditions

- (1) Payment shall be made directly to the supplier/contractor by BHEL through NEFT/RTGS.

#### **21. Promotion of MAKE IN INDIA:**

For this procurement, the local content to categorize a supplier as class-I local supplier / class-II local supplier / Non-Local supplier and purchase preference to class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020, issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT but before opening of part II bids against this NIT. **Note: Bidder to specify the percentage of local content as per the format as per Annexure-A**

#### **22. INTEGRITY PACT: INTEGRITY PACT (Refer clause no - 34 of GTC):**

Bidders shall have to enter into Integrity Pact with BHEL, duly signed with seal in original as per **ANNEXURE-C** of NIT / RFQ failing which bidder's offer shall be liable for rejection.

The Integrity Pact shall be issued as part of the bidding documents and shall be returned by the bidder along with the techno-commercial bid, duly signed by the authorized official of the bidder/vendor/ contractor and authorized official of BHEL will form part of the Purchase order/ contract. Only those bidders who have entered into such an IP with BHEL would be competent to

## SPECIAL TERMS & CONDITIONS

### SUPPLY & SERVICES OF 220 & 66 kV SS75 GIS POWERGRID Drass Project

**Enquiry No. NIT 63520\_61G2200242 & Date: 03.03.2022**

participate in the bidding. In other words entering into this pact would be a preliminary qualification.

**Name of Independent External monitor to be considered (IEM):**

S N	IEM	Email
1.	Shri Arun Chandra Verma, IPS (Retd.)	<a href="mailto:acverma1@gmail.com">acverma1@gmail.com</a>
2.	Shri Virendra Bahadur Singh, IPS (Retd.)	vbsinghips@gmail.com

**23. REVERSE AUCTION (Clause No. 33 of GTC for Reverse Auction): NOT APPLICABLE**

**24. INDEMNITY (AGAINST PATENTS / TRADEMARKS ETC):**

The vendor shall at all times indemnify the purchaser against all claims which may be made in respect of supply from any "rights protected" source protected by way of patent registration of design or trade mark. In the event of any claim in respect of an alleged breach of patents registered design or trademark being made against the purchaser, purchaser shall notify the seller of the same and the seller shall be at liberty, but entirely at their own expenses, to conduct negotiation for settlement or deal with any litigation that may arise there from.

**25. INVOLVEMENT OF REPRESENTATIVE:**

***Bidder must be GIS manufacturer.*** Purchase Orders will be placed on successful bidder directly for total supplies and services subject to prior approval by BHEL/end Customer.

In a tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can submit bid but both cannot submit bid simultaneously for the same item/product in the same tender.

If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.

**26. ADDITIONAL /EXTRA ITEM REQUIRED AT SITE DUE TO DAMAGE REPORTED AT SITE/ THEFT FOR COMPLETION OF PROJECT:**

In case of additional requirement of any item specified in BOQ, whether due to damages / theft or any other reason, during contract (i.e. till expiry of contract i.e end of guarantee period), contractor shall ensure supply of same at unit Price mentioned in purchase order main BOQ (supply and service portion) or BOQ for addition /deletion ( if any).

## SPECIAL TERMS & CONDITIONS

### SUPPLY & SERVICES OF 220 & 66 kV SS75 GIS POWERGRID Drass Project

Enquiry No. NIT 63520\_61G2200242 & Date: 03.03.2022

---

27. **ARBITRATION (Clause No. 19 of BHEL/TBG/GTC/2016 Rev.01):** This clause shall be read as per **Annexure-D**.
28. **HEALTH, SAFETY AND ENVIRONMENT (HSE) OF BHEL:** BHEL has their own Health, safety and environment. HSE policy is enclosed for bidder's reference.
29. Following confirmation to be provided by vendor:

***"We confirm that we have quoted as per specified price format provided along with this tender".***

**Note:** BHEL reserves the right to cancel this enquiry at any point of time. Bids of only customer approved vendors will be processed.

**NAME & SEAL OF TENDERER**

#### **Enclosed:**

- a) Activity Schedule, Commercial & Technical deviation Sheet.
- b) Instruction of DPIIT (**Annexure-1**), **Annexure-2 / 3** (Compliance regarding restrictions under Rule 144 (xi) of General Financial Rules (GFRs), 2017).
- c) Format for declaration of minimum local content (**Annexure-A**).
- d) Format for compliance of MoP order dated 02-07-2020 (**Annexure-B**).
- e) Format of Integrity pact (**Annexure-C**).
- f) Arbitration clause (**Annexure-D**).
- g) Format of Performance BG.
- h) Copy of HSE policy.
- i) Details of Packing list of GIS Module (**Annexure-E**).
- j) GENERAL TERMS AND CONDITION OF NIT.
- k) BHEL'S PRICE BID FORMAT.
- l) JDU (Joint Undertaking) - Format enclosed (**Annexure-F**).
- m) Indemnity Bond-Format enclosed (**Annexure-G**).

**SCHEDULE OF TECHNICAL DEVIATION**

This Format is to be submitted in original duly signed by bidder.  
The following are the deviations/variations/exceptions from the Terms and Conditions :-

S N	CLAUSE NO. OF TERMS AND CONDITIONS	STATEMENT OF DEVIATION
<b>NIL-DEVIATION</b>		

In case, this schedule is not submitted, it will be presumed that the equipment /material to be supplied under this contract is deemed to be in compliance with the Terms and Conditions.

If there is NIL deviation,even then the format to be filled as NIL DEVIATION.

**Note :** Continuation Sheets of like size and format may be used as per the Bidder's Requirement and shall be annexed to this schedule.

Place : .....  
Date : .....

Signature of the authorised representative of  
Bidder's name :.....  
Designation:.....  
Company Seal:.....

**SCHEDULE OF COMMERCIAL DEVIATION**

This Format is to be submitted in original duly signed by bidder.  
The following are the deviations/variations/exceptions from the Terms and Conditions :-

S N	CLAUSE NO. OF TERMS AND CONDITIONS	STATEMENT OF DEVIATION

**NIL-DEVIATION**

--	--	--

In case, this schedule is not submitted, it will be presumed that the equipment /material to be supplied under this contract is deemed to be in compliance with the Terms and Conditions.

If there is NIL deviation,even then the format to be filled as NIL DEVIATION.

**Note :** Continuation Sheets of like size and format may be used as per the Bidder's Requirement and shall be annexed to this schedule.

Place : .....  
Date : .....

Signature of the authorised representative of

Bidder's name :.....  
Designation:.....  
Company Seal:.....

**ACTIVITY SCHEDULE****(EACH MFC/LOTS)**

**PROJECT :**  
**ENQUIRY NO :**

SN	ACTIVITY	TIME ALLOTTED [ in weeks]	CUMULATIVE TIME FROM RECEIPT OF INPUTS FROM BHEL [ in weeks]	SCOPE
1.	Inputs to vendor from BHEL after issue of PO (Last inputs).	6		IN SCOPE OF BHEL
2.	Submission of Documents necessary for getting manufacturing clearance.			IN SCOPE OF SUPPLIER
3.	Review and Approval of documents from BHEL/Customer and issue of manufacturing clearance lot wise as defined.	8		IN SCOPE OF BHEL
4.	Manufacturing time for individual lots.			IN SCOPE OF SUPPLIER
5.	Inspection call			IN SCOPE OF SUPPLIER
6.	Inspection by BHEL/Customer	2		IN SCOPE OF BHEL
7.	Issue of Dispatch clearance	2		IN SCOPE OF BHEL
8.	Dispatch			IN SCOPE OF SUPPLIER
9.	Supervision of ETC works			AS PER REQUIREMENT AT SITE

1. Inspection call should be raised two (02) weeks in advance. Inspection call should be given in the prescribed format only. Inspection calls not in the prescribed format shall not be entertained.
2. Supplier must ensure the completeness and correctness of the requisite documents before submission for approval. Delay in approval on account of incomplete / inadequate information shall be the responsibility of supplier. Bidder to submit revised drawing and documents incorporating comments, if any, within two (02) weeks from the date of comments of BHEL/Customer.
3. **Delay in activity pertaining to BHEL not attributable to vendor as listed above shall be added, if required in case of time extension and will be re-fixed accordingly based on bidder's request & delay analysis.**

**Signature & Seal of  
Supplier  
Date:**

## ANNEXURE-1

### CLAUSES FOR NEW TENDERS:

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

Explanation-

    - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
    - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements;
  2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of Individuals;
  4. Where no natural person is Identified under (1) or (2) or (3) above the beneficial owner is the relevant natural person who holds the position of senior managing official;
  5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

- V. An Agent is a person employed to do any act for another or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

\* The above clause is not applicable to the bidders from those countries (even if sharing a land border with India) to which the GoI has extended lines of credit or in which the GoI is engaged in development projects.

\* List of countries to which lines of credit have been extended or in which development projects are undertaken are available on the Ministry of External affairs website (<https://www.mea.gov.in/>)

**Compliance to be submitted in INR 100/- non judicial stamp paper**

**Sub: Compliance to Government of India order OM No.6/18/2019-PPD dated 23.07.2020 regarding restrictions under Rule 144 (XI) of the General Financial Rules (GFRs), 2017**

<b>SI No.</b>	<b>Description</b>	<b>Bidder's confirmation</b>
1	<i>We, M/s_____ have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; We hereby certify that we are not from such a country.</i>	<i>Agreed</i>

(Note: Non-compliance of above said GoI Order and its subsequent amendment, (if any), by any bidder(s) shall lead for commercial rejection of their bids by BHEL)

**Bidder's authorized signatory with stamp & seal**

### Compliance to be submitted in INR 100/- non judicial stamp paper

**Sub: Compliance to Government of India order OM No.6/18/2019-PPD dated 23.07.2020 regarding restrictions under Rule 144 (XI) of the General Financial Rules (GFRs), 2017**

S.N.	Description	Bidder's confirmation
1	<p><i>We, M/s_____have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. We are from such a country which shares a land border with India &amp; have been registered with the Competent Authority as specified in above said order. We hereby certify that we fulfil all requirements in this regard and are eligible to be considered.</i></p> <p><b><i>Evidence of valid registration by the Competent Authority is attached.</i></b></p>	<p style="text-align: center;"><i>Agreed</i></p>

(Note: Non-compliance of above said GoI Order and its subsequent amendment, (if any), by any bidder(s) shall lead for commercial rejection of their bids by BHEL)

**Bidder's authorized signatory with stamp & seal**

**Annexure-A**

Item Name :	220 & 66kV GIS
Enquiry No. :	
Project :	POWERGRID Drass
Type of project	Transmission / <del>Thermal (Coal or Gas)</del> / Hydro
Applicable percentage of Local Content	Bidder to indicate local content in percentage

**Certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of Local Content, in line with PPP-MII order, if applicable [to be submitted on the letter head of the issuer.]**

Dear Sir,

We have read and understood the provisions of “Public Procurement (Preference to Make in India) Order, 2017” dated 15/06/2017, its revision dated 28/05/2018 and any subsequent modifications/Amendments, if any [hereinafter, “PPP-MII Order”] issued by Department of Industrial Policy and Promotion (DIPP), Ministry of Commerce and Industry, Government of India.

In line with the provisions of the PPP-MII Order, M/s. ....[Enter the name of the Bidder] [hereinafter, “Local Supplier”] have submitted an Affidavit of self-certification to M/s. Bharat Heavy Electricals Limited [hereinafter, BHEL] regarding Local Content in Goods/Services/Works to be supplied by the Local Supplier for ..... (Enter the name of the Equipment/Item for Project), wherein they have agreed to abide by the terms and conditions of the PPP-MII Order.

Further, in line with the PPP-MII Order, the statutory auditor or cost auditor of the company (in the case of companies) or a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) shall provide a certificate giving the percentage of Local Content in the Goods/Service/Works to be supplied by the Local Supplier for ..... (Enter the name of the Equipment/Item for Project).

Accordingly, we, the Statutory Auditor(s) / Cost auditor (applicable in the case of companies) of the Local Supplier / a practicing cost accountant or practicing chartered accountant (applicable in respect of suppliers other than companies), certify that the Local Content as defined under the PPP-MII, in the Goods/Service/Works to be supplied by the Local Supplier for ..... (Enter the name of the Equipment/Item for Project). is ..... percentage [specify the percentage of Local content ].

For and on behalf of,

Date:

Authorised persons

Firm Reg No:  
Membership No.

*Note: This is a guiding format. In case the bidder submits the certificate in a format different from the above, the same may be considered provided it meets the intent and purpose, as may be ascertained by BHEL.*

## **Annexure-B**

### **Vendor Compliance format in bidder letter head**

In view of by order No. 25-111612018-PG, Dated 02.07.2020 of Ministry of Power, GOI

**Enquiry No/ PO No & Date** :  
**Project** : **POWERGRID Drass PROJECT**  
**Name of items/Package** : **220 & 66 kV GIS & Associated Equipment.**

This is to certify that all equipment, components, and parts imported for use in the Power Supply System and Network are in strict compliance to directions issued by Ministry of Power, Govt. of India vide order No. 25-111612018-PG dated 02.07.2020. The imported component(s), part or assembly item(s) does not carry any malware/Trojan etc.

**Note: Non-compliance of MoP Order and its subsequent amendment(s), (if any), by vendor shall lead to rejection of their offer or cancellation of contract, which is awarded by BHEL.**

**Bidder's authorized signatory**  
**with stamp & seal**

## INTEGRITY PACT

### Between

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

### and

\_\_\_\_\_, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

### Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

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

### **Section 1- Commitments of the Principal**

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1.1.3 The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions:

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

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

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

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

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

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

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

### **Section 5 - Previous Transgression**

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

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

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

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

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

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

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

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

### **Section 9 - Pact Duration**

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

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

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

- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

-----

For & On behalf of the Principal

(Office Seal)

Place-----

Date-----

Witness:\_\_\_\_\_

(Name & Address) \_\_\_\_\_

\_\_\_\_\_

-----

For & On behalf of the Bidder/

Contractor

(Office Seal)

Witness:\_\_\_\_\_

(Name & Address) \_\_\_\_\_

\_\_\_\_\_

**CLAUSE NO. 19 OF GTC: ARBITRATION CLAUSE SHALL BE READ AS BELOW:****(A) CONCILIATION (MODEL CONCILIATION CLAUSE FOR CONDUCTING CONCILIATION PROCEEDINGS UNDER THE BHEL CONCILIATION SCHEME, 2018)**

The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding (whichever is inapplicable), which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

**Notes:**

1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in **Annexure-A to this GCC (Enclosed)**.

The Annexure-A together with its appendices will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in these GCC.”

**(B) ARBITRATION (WITH SOLE ARBITRATOR)**

- 1.1. Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the Sole Arbitrator and such Arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the Contract.
- 1.2. The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.
- 1.3. Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) and amended in 2015 and further amendment passed in 2019 or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be New Delhi. The language of arbitration shall be English and the documents shall be submitted in English.
- 1.4. The cost of arbitration shall initially be borne equally by the Parties subject to the final apportionment of the cost of the arbitration in the award of the Arbitrator.
- 1.5. Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its

**CLAUSE NO. 19 OF GTC: ARBITRATION CLAUSE SHALL BE READ AS BELOW:**

---

obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

1.6. **SETTLEMENT OF COMMERCIAL DISPUTES BETWEEN CPSES INTER SE AND CPSE(S) AND GOVERNMENT DEPARTMENT(S)/ ORGANISATION(S) – ADMINISTRATIVE MECHANISM FOR RESOLUTION OF CPSES DISPUTES (AMRCD) – REGARDING**

Vide Dept. of Public Enterprises OM No. F. No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018 it has been conveyed that *"To make the mechanism more effective and binding on the disputing parties, a new mechanism namely Administrative Mechanism for resolution of CPSEs Disputes (AMRCD) having two level (tier) structure has been evolved in consultation with various stakeholders to replace the existing PMA mechanism which stands wound up from the date of issue of this OM."* Accordingly, the existing Permanent Machinery of Arbitration (PMA) stands wound up with effect from 22.05.2018 and cases relating to disputes or differences relating to the interpretation and application of the provisions of commercial contract(s) between CPSEs / Port Trust / Central or State Government Department / Organisations (excluding disputes concerning Railways, Income Tax, Customs and Excise Departments) shall be taken up by either party for its resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD).

**(C) JURISDICTION AND GOVERNING LAWS**

The Courts at New Delhi shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract. This Contract shall be construed as per and be governed by the Laws of India.

Annexure-A

**ANNEXURE TO MODEL CONCILIATION CLAUSE FOR CONDUCT OF CONCILIATION UNDER THE BHEL CONCILIATION SCHEME, 2018**

**BRIEF PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS**

1. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided herein:
2. The party desirous of resorting to Conciliation shall send an invitation/notice in writing to the other party to conciliate specifying all points of Disputes with details of the amount claimed. The party concerned shall not raise any new issue thereafter. Parties shall also not claim any interest on claims/counter-claims from the date of notice invoking Conciliation till the conclusion of the Conciliation proceedings.
3. The party receiving the invitation/notice for Conciliation shall within 30 days of receipt of the notice of Conciliation intimate its consent for Conciliation along with its counter-claims, if any.
4. The Conciliation in a matter involving claim or counter-claim (whichever is higher) up to Rs 5 crores shall be carried out by sole Conciliator nominated by BHEL while in a matter involving claim or counter-claim (whichever is higher) of more than Rs 5 crores Conciliation shall be carried out by 3 Conciliators nominated by BHEL.
5. The Parties shall be represented by only their duly authorized in-house executives/officers and neither Party shall be represented by a Lawyer.
6. The first meeting of the IEC shall be convened by the IEC by sending appropriate communication/notice to both the parties as soon as possible but not later than 30 days from the date of his/their appointment. The hearings in the Conciliation proceeding shall ordinarily be concluded within two (2) months and, in exceptional cases where parties have expressed willingness to settle the matter or there exists possibility of settlement in the matter, the proceedings may be extended by the IEC by a maximum of further 2 months with the consent of the Parties subject to cogent reasons being recorded in writing.
7. The IEC shall thereafter formulate recommendations for settlement of the Disputes supported by reasons at the earliest but in any case within

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

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

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

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

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

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

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

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

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

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

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

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

**Format 2 to BHEL Conciliation Scheme, 2018**

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

To,

M/s. (Stakeholder's name)

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

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

Sir,

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

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

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

Yours faithfully,

**Representative of BHEL**

**Format 3 to BHEL Conciliation Scheme, 2018**  
**FORMAT FOR GIVING CONSENT BY**  
**CONTRACTOR/VENDOR/CUSTOMER/COLLABORATOR/CONSORTIUM PARTNERS FOR REFERRING THE DISPUTES TO CONCILIATION THROUGH IEC**

To,  
BHEL

.....

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

Ref: Contract/MoU/Agreement/LOI/LOA No & date\_\_\_\_

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

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

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

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

Yours faithfully,

**(Signature with stamp)**

**Authorized Representative of Contractor**

**Name, with designation**

**Date**

**Format 5 to BHEL Conciliation Scheme, 2018**  
**STATEMENT OF CLAIMS/COUNTER CLAIMS TO BE SUBMITTED TO**  
**THE IEC BY BOTH THE PARTIES**

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

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

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

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

**ANNEXURE-E**

**Project : POWERGRID Drass Project.**  
**Enquiry No :**  
**Name of Package: 220 & 66 kV GIS & Associated equipment.**

**DETAILS OF PACKAGES**

<b>S. N.</b>	<b><i>Discriptions</i></b>	<b><i>ESTIMATED QUANTITY</i></b>
<b><u>1</u></b>	NO OF PACKAGES/CASES	
<b><u>2</u></b>	SIZE ( MAXIMUM & MINIMUM )	
<b><u>3</u></b>	WEIGHT	
<b><u>4</u></b>	NOS OF COC CONTAINERS ( TYPES & QTY), IF ANY	

**Note:**

1. The above is required only to facilitate the store at site.
2. Bidder to submit standard storage instruction along with offer.

**ANNEXURE-F**

**FORM OF DEED OF JOINT UNDERTAKING TO BE EXECUTED BY THE BIDDER/CONTRACTOR ALONGWITH INDIAN GIS MANUFACTURER WHO HAS BEEN ASSOCIATED FOR SOURCING OF GIS EQUIPMENT *{applicable to Bidder Qualifying through Route-4 of the Qualification Requirement}***

**(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)**

This DEED OF UNDERTAKING executed this ..... day of..... Two Thousand ..... by M/s....., a Company incorporated under ..... having its Registered Office at ..... hereinafter called the "Bidder/Contractor" which expression shall include its successors, administrators, executors and permitted assigns and M/s. ...., registered under the Indian Companies Act of 1956 or 2013, as the case may be, and having its Registered Office at ..... hereinafter called the "Associate" which expression shall include its successors, administrators, executors and permitted assigns, in favour of ..... *(insert names of the Employer)* ....., a Company incorporated under the Indian Companies Act of 1956 having its registered office at .....*(insert registered address of the Employer)*..... (hereinafter called the "Employer" which expression shall include its successors, executors and permitted assigns)

WHEREAS the "Employer" invited Bid as per its Specification No. .... for the execution of .... *(insert name of the package alongwith project name)* .....

AND WHEREAS Clause No. ...., Section ....., of ....., Vol.-... forming part of the Bidding Documents inter-alia stipulates that the Bidder/Contractor can also participate provided the Bidder meets the requirement and associates with a GIS manufacturer for sourcing of GIS equipment, who meets the stipulated requirement of Annexure-A (BDS) and submits a Deed of Joint Undertaking jointly executed by the Bidder/Contractor and its Associate in which the Bidder and its Associate are jointly and severally bound and responsible for the successful performance of the GIS Portion of the Contract specified in the bidding documents in the event the Bid submitted by the Bidder is accepted by the Employer resulting in a Contract.

AND WHEREAS the Bidder has submitted its Bid to the Employer based on above stipulation and has agreed to furnish this Deed of Undertaking to be enforceable in the event of the award of the Contract by the Employer.

AND WHEREAS the Bidder and Associate are executing an irrevocable Deed of Joint Undertaking that they shall be held jointly and severally liable and bound unto the Employer for successful performance of the GIS portion of the Contract fully meeting the stipulated technical requirements, guaranteed parameters and characteristics as per bidding documents, in the event the Bid submitted by the Bidder is accepted by the Employer resulting in a Contract.

NOW THEREFORE, THIS UNDERTAKING WITNESSETH AS UNDER:

- 1.0 In consideration of the award of Contract by the Employer to the Bidder / Contractor (hereinafter referred to as the "Contract") we, the Bidder/Contractor and the Associate do hereby agree and undertake that we shall be jointly and severally responsible to the Employer for design, erection, testing and commissioning of complete GIS portion of the Contract and perform all obligations including the technical guarantee for the complete package..
- 2.0 In case of any breach of the Contract committed by the Contractor, we, the Associate do hereby undertake, declare and confirm that we shall be fully responsible for design, manufacturing, erection, testing and commissioning of complete GIS switchyard under the Contract and undertake to carry out all obligation and responsibilities under this Deed of Joint Undertaking in order to discharge the Contractor's obligations and responsibilities stipulated in the Contract with respect to GIS portion of the Contract. Further, if the Employer sustains any loss or damage on account of any breach with respect to GIS portion of the Contract, we, the Associate and the Contractor jointly and severally undertake to promptly indemnify, and pay such losses/damages caused to the Employer on its written demand without any demur, reservation, contest or protest in any manner whatsoever.
- 3.0 Without in any way affecting the generality and total responsibility in terms of this Deed of Undertaking, the Bidder/Contractor hereby agrees to ensure the following:
  - (i) The Associate will be fully responsible for design, engineering, manufacture, erection, testing, commissioning and putting into satisfactory operation of complete GIS switchyard to the satisfaction of the Employer.

Further, the Associate shall depute their technical experts from time to time to the Contractor's works/Employer's project site as required by Employer and agreed to by the Contractor/Associate to facilitate the successful performance of switchyard with respect to GIS portion as stipulated in the Contract.

Further, the Associate shall ensure proper design, engineering, manufacture, erection, testing, commissioning and successful performance of GIS switchyard covered under the said Contract in accordance with the stipulations of the Contract specifications and if necessary the Associate shall advise the Contractor suitably modifications of design and implement necessary corrective measure to discharge the obligations under the Contract.

- (ii) In the event the Associate and the Contractor fail to demonstrate successful performance of switchyard, the Associate and the Contractor shall promptly carry out all the corrective measures at their own expenses and shall promptly provide corrected designs to the Employer.
  - (iii) The Contractor and Associate will be fully responsible for the quality of all equipment/main assemblies/components manufactured at their works or at their vendor's works or fabricated/constructed at site, and their repairs or replacement if necessary for incorporation on the switchyard with respect to GIS portion of the Contract and timely delivery thereof the meet the completion schedule under the Contract.
  - (iv) In case of any issue related to failure and repair of GIS equipment, the Bidder / Contractor and the Associate shall ensure the following:
    - a. The Associate's Service Engineer(s) shall be deputed to concerned site within 24 Hours plus actual journey time to attend the problem after receiving the information of the same from Employer.
    - b. The Associate shall ensure readily availability in their Indian works at least one no. of each type of GIS Module used in the installation under the Contract.
- 4.0 This Deed of Undertaking shall be construed and interpreted in accordance with the laws of India and the Courts in Delhi shall have exclusive jurisdiction in all matters arising under the Undertaking.
- 5.0 As a security, the Associate shall apart from the Contractor's performance guarantee, furnish a Contract Performance Guarantee from its Bank in favour of the Employer in a form acceptable to the Employer. The value of such guarantee shall be equivalent to 2% (two percent) of the Contract value awarded by the Employer to the Bidder/Contractor and it shall be part of guarantee towards the faithful performance/compliance of this Deed of Undertaking in terms of the Contract. The guarantee shall be unconditional, irrevocable and valid for the entire period of the Contract, namely till the end of the Defect Liability Period under the Contract. The Bank Guarantee amount shall be payable to the Employer on demand without any reservation or demur. This shall be in addition to the Contract Performance Guarantee to be furnished by the Contractor.

We further agree that this undertaking shall be without any prejudice to the various liabilities of the Bidder / Contractor, including the Contract Performance Security as well as other obligations of the Bidder / Contractor in terms of the Contract.

6.0 We, the Associate and Bidder/Contractor agree that this Undertaking shall be irrevocable and shall form an integral part of the Contract and further agree that this Undertaking shall continue to be enforceable till the Employer discharges it. It shall become operative from the effective date of Contract.

IN WITNESS WHEREOF the Contractor and the Associate have through their Authorised Representatives executed these presents and affixed Common seals of their respective Companies on the day, month and year first above mentioned.

WITNESS

[For Bidder/Contractor]

Signature .....

(Signature of the authorized representative)

Name .....

Name .....

Office Address .....

Common Seal of Company  
.....

WITNESS

[For Associate]

Signature .....

(Signature of the authorized representative)

Name .....

Name .....

Office Address .....

Common Seal of Company  
.....

**Note:**

1. For the purpose of executing the Deed of Undertaking, the non-judicial stamp papers of appropriate value shall be purchased in the name of executant.
2. The Undertaking shall be signed on all the pages by the authorised representative(s) of the Bidder and the Associate and should invariably be witnessed.

**ANNEXURE-2**

**Division of Scope between “FIRST PARTY” and “SECOND PARTY”**

**Scope of Second Party (Associate / GIS OEM)**

Design, Manufacture, Supply (incl. F&I), Testing & Commissioning, Supervision of Erection, and Warranty/Guarantee Obligations for items as per attached “**ANNEXURE\_BOQ\_DRASS\_ZOJI-LA**” and **BHEL Technical Specifications** or any subsequent amendment of the same issued by BHEL in line with requirement of M/s POWERGRID tender.

**Scope of First Party (BHEL)**

All the remaining scope (apart from the scope of Second Party identified above) defined in bidding document and subsequent amendments issued by M/s POWERGRID.

Site : Extension of 220kV Drass (GIS) Substation , Powergrid AND  
220kV Drass Extn ICT NHIDCL

Sno	ITEM DESCRIPTION	UNIT	QTY	REMARKS
<b>1.00</b>	<b>SUPPLY- GIS : 220KV, 40KA FOR 1S, GAS INSULATED SWITCHGEAR (GIS) AS PER TS</b>			
1.01	245KV, 1600 A, 40 KA, SF6 GIS ICT FEEDER BAY MODULE AS PER SECTION-PROJECT, TECHNICAL SPECIFICATION	SET	1	
1.02	245KV, 1600 A, 40 KA, SF6 GIS BUS REACTOR FEEDER BAY MODULE AS PER SECTION-PROJECT, TECHNICAL SPECIFICATION	SET	2	
1.03	245 KV, 2500 A, 40 KA, SF6 GIS BUS BAR MODULE EXTENSION AS PER SECTION-PROJECT, TECHNICAL SPECIFICATION	SET	2	
1.04	SUPPLY- GIS : STRUCTURE MATERIAL INCLUDING FOUNDATION BOLTS, EMBEDDED ITEMS, RAILS AND/ OR OTHER MATERIALS ETC.	LOT	1	Supply of structure work for Installation of complete 220kV GIS including support structure for GIS bus ducts, SF6 to Air Bushing. Supports, platforms, foundation bolts, embedded parts in floors etc., which are required for installation of GIS components as per the specification that comprises of but not limited to the following : a) Base Plate / Channel / Metallic / Structural Member for seating of GIS system b) Lattice / Pipe structure required for installation of GIS, GIB, SF6 to Air Bushing c) Foundation bolt / Anchor Fastening / Chemical Anchor / Hardwares / bolts for GIS system. d) Equipment fixing hardware. e) Cable tray arrangement (mounted on structures of) GIS / GIB / SF6 to Air Bushing. Supply of structure material/base frames, required for complete installation of GIS including support structure (foundation bolts/chemical or mechanical anchors) in floor, platform & railing etc. shall be in bidder's scope.
1.05	SUPPLY- GIS : SF6 GAS REQUIRED FOR PLACING GIS INTO SUCCESSFUL OPERATION	LOT	1	For complete 220kV GIS
1.06	SUPPLY- GIS : EARTHING MATERIALS INCLUDING HIGH FREQUENCY EARTHING (AS APPLICABLE)	LOT	1	For complete 220kV GIS
1.07	SUPPLY- GIS : TOOLS AND TACKLES	SET	1	Non returnable Tools and Tackles for 400kV GIS. Bidder to provide detail list along with the bid.
<b>2.00</b>	<b>SPARES- GIS : 220KV, GAS INSULATED SWITCHGEAR (GIS) AS PER TS</b>			<b>Extension of 220kV Drass (GIS) Substation (2.01 to 2.45)</b>
2.01	220KV GIS-SF6 GAS PRESSURE RELIEF DEVICE ASSEMBLY OF EACH TYPE	EA	1	
2.02	SF6 PRESSURE GAUGE CUM SWITCH /DENSITY MONITORS AND PRESSURESWITCH AS APPLICABLE. OF EACH TYPE-220KV GIS	SET	2	
2.03	COUPLING DEVICE FOR PRESSURE GAUGE CUM SWITCH FOR CONNECTING GAS HANDLING PLANT OF EACH TYPE-220KV GIS	SET	1	
2.04	RUBBER GASKETS, O RINGS AND SEALS FOR SF6 GAS FOR GIS ENCLOSURE OF EACH TYPE- 220KV GIS	SET	2	
2.05	220KV GIS-MOLECULAR FILTER FOR SF6 GAS WITH FILTER BAGS (5 % OF TOTAL WEIGHT)	SET	1	
2.06	CONTROL VALVES FOR SF6 GAS OF EACH TYPE-220KV GIS	SET	2	
2.07	220KV GIS-SF6 GAS (5 % OF TOTAL GAS QUANTITY)	LOT	1	
2.08	LOCKING DEVICE TO KEEP THE DIS-CONNECTORS (ISOLATORS) AND EARTHING/FAST EARTHING SWITCHES (AS APPLICABLE) IN CLOSE OR OPEN POSITION IN CASE OF REMOVAL OF THE DRIVING MECHANISM-220KV GIS	SET	2	
2.09	UHF PD SENSORS OF EACH TYPE ALONG WITH BNC CONNECTOR FOR 245KV GIS	EA	3	
2.10	220KV GIS-SUPPORT INSULATORS (GAS THROUGH) OF EACH TYPE (COMPLETE WITH METAL RING ETC.) ALONG WITH ASSOCIATED CONTACTS AND SHIELDS	EA	3	
2.11	220KV GIS-GAS BARRIERS OF EACH TYPE (COMPLETE WITH METAL RING ETC.) ALONG WITH ASSOCIATED CONTACTS AND SHIELDS	EA	3	
2.12	220KV GIS- 1600A SF6 TO AIR BUSHING COMPLETE IN ALL RESPECT	EA	1	
2.13	LCC SPARES - AUX. RELAYS, CONTACTORS, PUSH BUTTONS, SWITCHES, LAMPS, ANNUNCIATION WINDOWS, MCB, FUSES, TIMERS, TERMINAL BLOCKS ETC. OF EACH TYPE & RATING-220KV GIS	SET	1	
2.14	220KV GIS-ONE POLE OF 1600A CIRCUIT BREAKER WITH INTERRUPTER, MAIN CIRCUIT, ENCLOSURE AND OPERATING MECHANISM COMPLETE IN ALL RESPECT	SET	1	
2.15	TRIP COIL ASSEMBLY WITH RESISTOR FOR 245KV GIS CIRCUIT BREAKER (AS APPLICABLE)	SET	3	
2.16	CLOSING COIL ASSEMBLY WITH RESISTOR FOR 245KV GIS CIRCUIT BREAKER (AS APPLICABLE)	SET	3	

Site : Extension of 220kV Drass (GIS) Substation , Powergrid AND  
220kV Drass Extn ICT NHIDCL

Sno	ITEM DESCRIPTION	UNIT	QTY	REMARKS
2.17	RELAYS, POWER CONTACTORS, PUSH BUTTONS, TIMERS & MCBS ETC. (ASAPPLICABLE) OF EACH TYPE FOR 220KV GIS CIRCUIT BREAKER	SET	1	
2.18	AUXILIARY SWITCH ASSEMBLY OF EACH TYPE FOR 245KV GIS CIRCUIT BREAKER	SET	1	
2.19	220KV GIS CIRCUIT BREAKER-OPERATION COUNTER	EA	1	
2.20	220KV GIS CIRCUIT BREAKER-HYDRAULIC OPERATING MECHANISM WITH DRIVEMOTOR (FOR HYDRAULIC OPERATED MECHANISM, IF APPLICABLE)	SET	1	
2.21	HYDRAULIC FILTER OF EACH TYPE (FOR HYDRAULIC OPERATED MECHANISM, IFAPPLICABLE)-220KV GIS CIRCUIT BREKAER	SET	1	
2.22	220KV GIS CIRCUIT BREAKER- HOSE PIPE OF EACH TYPE (AS APPLICABLE) (FORHYDRAULIC OPERATED MECHANISM, IF APPLICABLE)	SET	1	
2.23	220KV GIS CIRCUIT BREAKER - N2 ACCUMULATOR (FOR HYDRAULIC OPERATEDMECHANISM, IF APPLICABLE)	SET	1	
2.24	VALVES OF EACH TYPE (FOR HYDRAULIC OPERATED MECHANISM, IFAPPLICABLE)-220KV GIS CIRCUIT BREKAER	SET	1	
2.25	PIPE LENGTH (COPPER & STEEL) OF EACH SIZE & TYPE (FOR HYDRAULICOPERATED MECHANISM, IF APPLICABLE)-220KV GIS CIRCUIT BREKAER	SET	1	
2.26	PRESSURE SWITCHES OF EACH TYPE (FOR HYDRAULIC OPERATED MECHANISM, IFAPPLICABLE)-220KV GIS CIRCUIT BREKAER	SET	1	
2.27	PRESSURE GAUGE WITH COUPLING DEVICE OF EACH TYPE (FOR HYDRAULICOPERATED MECHANISM, IF APPLICABLE)-220KV GIS CIRCUIT BREKAER	SET	1	
2.28	220KV GIS CIRCUIT BREAKER-HYDRAULIC OIL (5% OF TOTAL OIL QUANTITY)(FOR HYDRAULIC OPERATED MECHANISM, IF APPLICABLE)	SET	1	
2.29	PRESSURE RELIEF DEVICE OF EACH TYPE (FOR HYDRAULIC OPERATED MECHANISM,IF APPLICABLE)-220KV GIS CIRCUIT BREKAER	SET	1	
2.30	220KV GIS CIRCUIT BREAKER-COMPLETE SPRING OPERATING MECHANISMINCLUDING CHARGING MECHANISM ETC. (FOR SPRING OPERATED MECHANISM, IFAPPLICABLE)	SET	1	
2.31	220KV GIS CIRCUIT BREAKER- COMPLETE HYDRAULIC-SPRING OPERATINGMECHANISM INCLUDING CHARGING MECHANISM ETC. (FOR HYDRAULIC-SPRINGOPERATED MECHANISM, IF APPLICABLE)	SET	1	
2.32	PRESSURE SWITCHES OF EACH TYPE (FOR HYDRAULIC-SPRING OPERATEDMECHANISM, IF APPLICABLE)-220KV GIS CIRCUIT BREAKER	SET	1	
2.33	PRESSURE GAUGE WITH COUPLING DEVICE OF EACH TYPE (FOR HYDRAULIC-SPRINGOPERATED MECHANISM, IF APPLICABLE)-220KV GIS CIRCUIT BREKAER	SET	1	
2.34	220KV GIS- THREE PHASE OF 1600ADISCONNECTOR SWITCH INCLUDING MAINCIRCUIT, ENCLOSURE, DRIVING MECHANISMAND SUPPORT INSULATOR ETC., COMPLETE INALL RESPECT (NOTE 1- THE CONTRACTORSHALL SUPPLY SPARE FOR DISCONNECTORSWITCH TO ENSURE ONE TO ONE REPLACEMENTOF ALL DISCONNECTOR SWITCH SUPPLIED ASMAIN EQUIPMENT WITHOUT ANY REQUIREMENTOF MODIFICATION IN FITTINGS AT SITE TOCOVER ALL DIFFERENT TYPES OFDISCONNECTOR SWITCH SUPPLIED. IN CASE,QUANTITY OF SUPPLIED DIS-CONNECTORSWITCH TYPES	EA	2	(for one to onereplacement) are more than the quantitymentioned in BPS for spare, thecontractor shall supply theseadditional types of disconnecter switchwithout any additional priceimplication to POWERGRID and quantitiesof these additional type ofdisconnecter switch are deem to beincluded in the quantities mentioned inBPS for spare disconnecter. Note 2 - In case, Dis-connector Switch (DS) & EarthSwitch (ES) is provided in a sameenclosure with common operatingmechanism, then the module comprisingof Dis-connector & Earth switch insingle enclosure with common operatingmechanism is to be provided under thehead of spare Dis-connector only. Note3- In case, Dis-connector Switch (DS)&Earth Switch (ES) is provided in asame enclosure with separate operatingmechanism, then the module comprisingof Dis-connector & Earth switch insingle enclosure with separateoperating mechanism is to be providedunder the head of spare Dis-connectoronly.)
2.35	220KV GIS- THREE PHASE MAINTENANCE EARTHING SWITCH INCLUDING MAINCIRCUIT, ENCLOSURE, DRIVING MECHANISM AND SUPPORT INSULATOR ETC.,COMPLETE IN ALL RESPECT	EA	1	(NOTE 1 - IN CASE, DIS-CONNECTOR SWITCH (DS) &EARTH SWITCH (ES) IS PROVIDED IN A SAME ENCLOSURE WITH COMMONOPERATING MECHANISM, THEN THE MODULE COMPRISING OF DIS-CONNECTOR &EARTH SWITCH IN SINGLE ENCLOSURE WITH COMMON OPERATING MECHANISM IS TOBE PROVIDED UNDER THE HEAD OF SPARE DIS-CONNECTOR ONLY. NOTE 2 - INCASE, DIS-CONNECTOR SWITCH (DS) & EARTH SWITCH (ES) IS PROVIDED IN ASAME ENCLOSURE WITH SEPARATE OPERATING MECHANISM, THEN THE MODULECOMPRISING OF DIS-CONNECTOR & EARTH SWITCH IN SINGLE ENCLOSURE WITHSEPARATE OPERATING MECHANISM IS TO BE PROVIDED UNDER THE HEAD OF SPAREDIS-CONNECTOR ONLY.)
2.36	OPEN/CLOSE CONTACTOR ASSEMBLY, TIMERS, KEY INTERLOCK, INTERLOCKINGCOILS, RELAYS, PUSH BUTTONS, INDICATING LAMPS, POWER CONTACTORS,RESISTORS, FUSES, MCBS & DRIVE CONTROL CARDS ETC. (AS APPLICABLE) ONEOF EACH TYPE FOR ONE COMPLETE MOM BOX FOR 220KV GIS DISCONNECTORSWITCH	SET	1	

Site : Extension of 220kV Drass (GIS) Substation , Powergrid AND  
220kV Drass Extn ICT NHIDCL

Sno	ITEM DESCRIPTION	UNIT	QTY	REMARKS
2.37	OPEN/CLOSE CONTACTOR ASSEMBLY, TIMERS, KEY INTERLOCK, INTERLOCKING COILS, RELAYS, PUSH BUTTONS, INDICATING LAMPS, POWER CONTACTORS, RESISTORS, FUSES, MCBS & DRIVE CONTROL CARDS ETC. (AS APPLICABLE) ONE OF EACH TYPE FOR ONE COMPLETE MOM BOX FOR 220KV GIS MAINTENANCE EARTH SWITCH	SET	1	
2.38	LIMIT SWITCHES AND AUX. SWITCHES FOR ONE COMPLETE MOM BOX FOR DISCONNECTOR-220KV GIS	SET	1	
2.39	LIMIT SWITCHES AND AUX. SWITCHES FOR ONE COMPLETE MOM BOX FOR MAINTENANCE EARTHING SWITCH-220KV GIS	SET	1	
2.40	DRIVE MECHANISM FOR 220KV GIS DISCONNECTOR SWITCH	SET	1	
2.41	DRIVE MECHANISM FOR 220KV GIS MAINTENANCE EARTH SWITCH	SET	1	
2.42	MOTOR FOR DRIVE MECHANISM FOR 220KV GIS DISCONNECTOR SWITCH	EA	1	
2.43	MOTOR FOR DRIVE MECHANISM FOR 220KV GIS MAINTENANCE EARTH SWITCH	EA	1	
2.44	220 KV GIS-SINGLE PHASE OF CURRENT TRANSFORMER(2 CORES, TYPE-CTB) WITH ASSOCIATED ENCLOSURE AND PRIMARY CONDUCTOR COMPLETE IN ALL RESPECT	EA	1	
2.45	220 KV GIS-SINGLE PHASE OF CURRENT TRANSFORMER(3 CORES, TYPE-CTA) WITH ASSOCIATED ENCLOSURE AND PRIMARY CONDUCTOR COMPLETE IN ALL RESPECT	EA	1	
<b>SPARES - 220kV Drass Extn ICT NHIDCL (2.46 to 2.91)</b>				
2.46	220KV GIS-SF6 GAS PRESSURE RELIEF DEVICE ASSEMBLY OF EACH TYPE	EA	1	
2.47	SF6 PRESSURE GAUGE CUM SWITCH /DENSITY MONITORS AND PRESSURE SWITCH AS APPLICABLE, OF EACH TYPE-220KV GIS	SET	2	
2.48	COUPLING DEVICE FOR PRESSURE GAUGE CUM SWITCH FOR CONNECTING GAS HANDLING PLANT OF EACH TYPE-220KV GIS	SET	1	
2.49	RUBBER GASKETS, O RINGS AND SEALS FOR SF6 GAS FOR GIS ENCLOSURE OF EACH TYPE-220KV GIS	SET	2	
2.50	220KV GIS-MOLECULAR FILTER FOR SF6 GAS WITH FILTER BAGS (5 % OF TOTAL WEIGHT)	SET	1	
2.51	CONTROL VALVES FOR SF6 GAS OF EACH TYPE-220KV GIS	SET	2	
2.52	220KV GIS-SF6 GAS (5 % OF TOTAL GAS QUANTITY)	LOT	1	
2.53	LOCKING DEVICE TO KEEP THE DISCONNECTORS (ISOLATORS) AND EARTHING/FAST EARTHING SWITCHES (AS APPLICABLE) IN CLOSE OR OPEN POSITION IN CASE OF REMOVAL OF THE DRIVING MECHANISM-220KV GIS	SET	2	
2.54	UHF PD SENSORS OF EACH TYPE ALONG WITH BNC CONNECTOR FOR 245KV GIS	EA	3	
2.55	220KV GIS-SUPPORT INSULATORS (GAS THROUGH) OF EACH TYPE (COMPLETE WITH METAL RING ETC.) ALONG WITH ASSOCIATED CONTACTS AND SHIELDS	EA	3	
2.56	220KV GIS-GAS BARRIERS OF EACH TYPE (COMPLETE WITH METAL RING ETC.) ALONG WITH ASSOCIATED CONTACTS AND SHIELDS	EA	3	
2.57	220KV GIS- 1600A SF6 TO AIR BUSHING COMPLETE IN ALL RESPECT	EA	1	
2.58	LCC SPARES - AUX. RELAYS, CONTACTORS, PUSH BUTTONS, SWITCHES, LAMPS, ANNUNCIATION WINDOWS, MCB, FUSES, TIMERS, TERMINAL BLOCKS ETC. OF EACH TYPE & RATING-220KV GIS	SET	1	
2.59	220KV GIS-ONE POLE OF 1600A CIRCUIT BREAKER WITH INTERRUPTER, MAIN CIRCUIT, ENCLOSURE AND OPERATING MECHANISM COMPLETE IN ALL RESPECT	SET	1	
2.60	TRIP COIL ASSEMBLY WITH RESISTOR FOR 245KV GIS CIRCUIT BREAKER (AS APPLICABLE)	SET	3	
2.61	CLOSING COIL ASSEMBLY WITH RESISTOR FOR 245KV GIS CIRCUIT BREAKER (AS APPLICABLE)	SET	3	
2.62	RELAYS, POWER CONTACTORS, PUSH BUTTONS, TIMERS & MCBS ETC. (AS APPLICABLE) OF EACH TYPE FOR 220KV GIS CIRCUIT BREAKER	SET	1	
2.63	AUXILIARY SWITCH ASSEMBLY OF EACH TYPE FOR 245KV GIS CIRCUIT BREAKER	SET	1	
2.64	220KV GIS CIRCUIT BREAKER-OPERATION COUNTER	EA	1	
2.65	220KV GIS CIRCUIT BREAKER-HYDRAULIC OPERATING MECHANISM WITH DRIVE MOTOR (FOR HYDRAULIC OPERATED MECHANISM, IF APPLICABLE)	SET	1	
2.66	HYDRAULIC FILTER OF EACH TYPE (FOR HYDRAULIC OPERATED MECHANISM, IF APPLICABLE)-220KV GIS CIRCUIT BREAKER	SET	1	
2.67	220KV GIS CIRCUIT BREAKER- HOSE PIPE OF EACH TYPE (AS APPLICABLE) (FOR HYDRAULIC OPERATED MECHANISM, IF APPLICABLE)	SET	1	
2.68	220KV GIS CIRCUIT BREAKER - N2 ACCUMULATOR (FOR HYDRAULIC OPERATED MECHANISM, IF APPLICABLE)	SET	1	
2.69	VALVES OF EACH TYPE (FOR HYDRAULIC OPERATED MECHANISM, IF APPLICABLE)-220KV GIS CIRCUIT BREAKER	SET	1	

Site : Extension of 220kV Drass (GIS) Substation , Powergrid AND  
220kV Drass Extn ICT NHIDCL

ANNEXURE\_BOQ\_DRASS \_ZOJI-LA ( Part 1 of 3)

Sno	ITEM DESCRIPTION	UNIT	QTY	REMARKS
2.70	PIPE LENGTH (COPPER & STEEL) OF EACH SIZE & TYPE (FOR HYDRAULICOPERATED MECHANISM, IF APPLICABLE)-220KV GIS CIRCUIT BREKAER	SET	1	
2.71	PRESSURE SWITCHES OF EACH TYPE (FOR HYDRAULIC OPERATED MECHANISM, IFAPPLICABLE)-220KV GIS CIRCUIT BREKAER	SET	1	
2.72	PRESSURE GAUGE WITH COUPLING DEVICE OF EACH TYPE (FOR HYDRAULICOPERATED MECHANISM, IF APPLICABLE)-220KV GIS CIRCUIT BREKAER	SET	1	
2.73	220KV GIS CIRCUIT BREAKER-HYDRAULIC OIL (5% OF TOTAL OIL QUANTITY)(FOR HYDRAULIC OPERATED MECHANISM, IF APPLICABLE)	SET	1	
2.74	PRESSURE RELIEF DEVICE OF EACH TYPE (FOR HYDRAULIC OPERATED MECHANISM,IF APPLICABLE)-220KV GIS CIRCUIT BREKAER	SET	1	
2.75	220KV GIS CIRCUIT BREAKER-COMPLETE SPRING OPERATING MECHANISMINCLUDING CHARGING MECHANISM ETC. (FOR SPRING OPERATED MECHANISM, IFAPPLICABLE)	SET	1	
2.76	220KV GIS CIRCUIT BREAKER- COMPLETE HYDRAULIC-SPRING OPERATINGMECHANISM INCLUDING CHARGING MECHANISM ETC. (FOR HYDRAULIC-SPRINGOPERATED MECHANISM, IF APPLICABLE)	SET	1	
2.77	PRESSURE SWITCHES OF EACH TYPE (FOR HYDRAULIC-SPRING OPERATEDMECHANISM, IF APPLICABLE)-220KV GIS CIRCUIT BREAKER	SET	1	
2.78	PRESSURE GAUGE WITH COUPLING DEVICE OF EACH TYPE (FOR HYDRAULIC-SPRINGOPERATED MECHANISM, IF APPLICABLE)-220KV GIS CIRCUIT BREKAER	SET	1	
2.79	220KV GIS- THREE PHASE OF 1600ADISCONNECTOR SWITCH INCLUDING MAINCIRCUIT, ENCLOSURE, DRIVING MECHANISMAND SUPPORT INSULATOR ETC., COMPLETE INALL RESPECT	EA	2	(Note 1- The contractorshall supply spare for disconnectorswitch to ensure one to one replacementof all disconnectorswitch supplied asmain equipment without any requirementof modification in fittings at site tocover all different types ofdisconnectorswitch supplied. In case,quantity of supplied dis-connectorswitch types (for one to onereplacement) are more than the quantitymentioned in BPS for spare, thecontractor shall supply theseadditional types of disconnectorswitchwithout any additional priceimplication to POWERGRID and quantitiesof these additional type ofdisconnectorswitch are deem to beincluded in the quantities mentioned inBPS for spare disconnectorswitch. Note 2 - In case, Dis-connectorswitch (DS) & EarthSwitch (ES) is provided in a sameenclosure with common operatingmechanism, then the module comprisingof Dis-connectorswitch & Earth switch insingle enclosure with common operatingmechanism is to be provided under thehead of spare Dis-connectorswitch only. Note3- In case, Dis-connectorswitch (DS)&Earth Switch (ES) is provided in a same enclosure with separate operatingmechanism, then the module comprisingof Dis-connectorswitch & Earth switch insingle enclosure with separateoperating mechanism is to be providedunder the head of spare Dis-connectorswitch only.)
2.80	220KV GIS- THREE PHASE MAINTENANCE EARTHING SWITCH INCLUDING MAINCIRCUIT, ENCLOSURE, DRIVING MECHANISM AND SUPPORT INSULATOR ETC.,COMPLETE IN ALL RESPECT	EA	1	(NOTE 1 - IN CASE, DIS-CONNECTOR SWITCH (DS) &EARTH SWITCH (ES) IS PROVIDED IN A SAME ENCLOSURE WITH COMMONOPERATING MECHANISM, THEN THE MODULE COMPRISING OF DIS-CONNECTOR &EARTH SWITCH IN SINGLE ENCLOSURE WITH COMMON OPERATING MECHANISM IS TOBE PROVIDED UNDER THE HEAD OF SPARE DIS-CONNECTOR ONLY. NOTE 2 - INCASE, DIS-CONNECTOR SWITCH (DS) & EARTH SWITCH (ES) IS PROVIDED IN ASAME ENCLOSURE WITH SEPARATE OPERATING MECHANISM, THEN THE MODULECOMPRISING OF DIS-CONNECTOR & EARTH SWITCH IN SINGLE ENCLOSURE WITHSEPARATE OPERATING MECHANISM IS TO BE PROVIDED UNDER THE HEAD OF SPAREDIS-CONNECTOR ONLY.)
2.81	220KV GIS - THREE PHASE FAST EARTHING SWITCH INCLUDING MAIN CIRCUIT,ENCLOSURE, DRIVING MECHANISM AND SUPPORT INSULATOR ETC., COMPLETE INALL RESPECT	EA	1	(NOTE 1 - IN CASE, DIS-CONNECTOR SWITCH (DS) & EARTH SWITCH (ES) IS PROVIDED IN A SAME ENCLOSURE WITH COMMON OPERATINGMECHANISM, THEN THE MODULE COMPRISING OF DIS-CONNECTOR & EARTH SWITCHIN SINGLE ENCLOSURE WITH COMMON OPERATING MECHANISM IS TO BE PROVIDEDUNDER THE HEAD OF SPARE DIS-CONNECTOR ONLY. NOTE 2 - IN CASE,DIS-CONNECTOR SWITCH (DS) & EARTH SWITCH (ES) IS PROVIDED IN A SAMEENCLOSURE WITH SEPARATE OPERATING MECHANISM, THEN THE MODULECOMPRISING OF DIS-CONNECTOR & EARTH SWITCH IN SINGLE ENCLOSURE WITHSEPARATE OPERATING MECHANISM IS TO BE PROVIDED UNDER THE HEAD OF SPAREDIS-CONNECTOR ONLY.)
2.82	OPEN/CLOSE CONTACTOR ASSEMBLY, TIMERS, KEY INTERLOCK, INTERLOCKINGCOILS, RELAYS, PUSH BUTTONS, INDICATING LAMPS, POWER CONTACTORS,RESISTORS, FUSES, MCBS & DRIVE CONTROL CARDS ETC. (AS APPLICABLE) ONEOF EACH TYPE FOR ONE COMPLETE MOM BOX FOR 220KV GIS DISCONNECTORSWITCH	SET	1	

Site : Extension of 220kV Drass (GIS) Substation , Powergrid AND  
220kV Drass Extn ICT NHIDCL

Sno	ITEM DESCRIPTION	UNIT	QTY	REMARKS
2.83	OPEN/CLOSE CONTACTOR ASSEMBLY, TIMERS, KEY INTERLOCK, INTERLOCKING COILS, RELAYS, PUSH BUTTONS, INDICATING LAMPS, POWER CONTACTORS, RESISTORS, FUSES, MCBS & DRIVE CONTROL CARDS ETC. (AS APPLICABLE) ONE OF EACH TYPE FOR ONE COMPLETE MOM BOX FOR 220KV GIS MAINTENANCE EARTH SWITCH	SET	1	
2.84	LIMIT SWITCHES AND AUX. SWITCHES FOR ONE COMPLETE MOM BOX FOR DISCONNECTOR- 220KV GIS	SET	1	
2.85	LIMIT SWITCHES AND AUX. SWITCHES FOR ONE COMPLETE MOM BOX FOR MAINTENANCE EARTHING SWITCH-220KV GIS	SET	1	
2.86	DRIVE MECHANISM FOR 220KV GIS DISCONNECTOR SWITCH	SET	1	
2.87	DRIVE MECHANISM FOR 220KV GIS MAINTENANCE EARTH SWITCH	SET	1	
2.88	MOTOR FOR DRIVE MECHANISM FOR 220KV GIS DISCONNECTOR SWITCH	EA	1	
2.89	MOTOR FOR DRIVE MECHANISM FOR 220KV GIS MAINTENANCE EARTH SWITCH	EA	1	
2.90	220 KV GIS-SINGLE PHASE OF CURRENT TRANSFORMER(3 CORES, TYPE-CTA) WITH ASSOCIATED ENCLOSURE AND PRIMARY CONDUCTOR COMPLETE IN ALL RESPECT	EA	1	
2.91	220 KV GIS-SINGLE PHASE OF CURRENT TRANSFORMER(2 CORES, TYPE-CTB) WITH ASSOCIATED ENCLOSURE AND PRIMARY CONDUCTOR COMPLETE IN ALL RESPECT	EA	1	
<b>3.00</b>	<b>SERVICES- GIS : 220KV GAS INSULATED SWITCHGEAR (GIS) AS PER TS</b>			
3.01	SERVICES- GIS : 220KV, SUPERVISION OF ERECTION OF GIS	LOT	1	Supervision of erection of 220kV GIS, complete in all respect including SF6 to Air Bushing, LCC. It also includes supervision of unloading & verification of materials for proper storage at site. In the event of changes in scope, payment shall be made on pro-rata basis of circuit breaker bays only.
3.02	SERVICES- GIS : 220KV, TESTING & COMMISSIONING OF GIS	LOT	1	Testing and commissioning of complete 220kV GIS system is to be executed by contractor. All testing instruments, kits, T&P etc. are to be arranged by contractor on returnable basis. Please refer relevant section of technical specification for details. In the event of changes in scope, payment shall be made on pro-rata basis of circuit breaker bays only.
3.03	SERVICES- GIS : 220KV, FINAL SUCCESSFUL HV/ POWER FREQUENCY TESTING OF GIS INCLUDING ARRANGING OF HV TEST KIT ALONG WITH OPERATOR	LOT	1	Carrying out successful HV/ Power Frequency Testing of 220KV GIS as per IEC including Arrangement of HV Test kit (on returnable basis) shall be in scope of bidder, which includes charges HV test kit with operator, accessories & tools required for completion of HV testing. Bays may be commissioned separately.
3.04	SERVICES- GIS : INSULATION CO-ORDINATION STUDIES FOR GIS SYSTEM	LOT	1	Including VFTO report.
<b>4.00</b>	<b>SPARES- GIS : 220KV, REFERENCE UNIT PRICE FOR ADDITION / DELETION OF SUPPLY ITEMS (UNIT PRICES OF INDIVIDUAL EQUIPMENT INCLUDED HERE OR IN MANDATORY SPARES ARE REQUIRED FOR ANY ADDITION/DELETION OF EQUIPMENT AND REPLACEMENT OF DAMAGED ITEMS. VENDOR TO ENSURE THAT THE UNIT PRICES HAVE A LOGICAL RELATIONSHIP WITH PRICES OF ASSEMBLIES IN MAIN ITEMS. QUOTING FOR UNIT PRICES IS MANDATORY AND SHALL BE CONSIDERED FOR EVALUATION)</b>			
4.01	SPARES- GIS : 220KV, SINGLE PHASE BUS BAR	MTR	1	Complete in all respect.
4.02	SPARES- GIS : 220KV, GIS METALLIC ENCLOSURE	KG	50	
4.03	SPARES- GIS : 220KV, EXPANSION BELLOWS/ JOINTS	Set	1	For Single Phase of any type and any rating.
4.04	SPARES- GIS : 220KV, TEE BEND	Set	1	For Single Phase of any type and any rating.
4.05	SPARES- GIS : 220KV, ANGLE BEND (135°)	Set	1	For Single Phase of any type and any rating.
4.06	SPARES- GIS : 220KV, L-BEND	Set	1	For Single Phase of any type and any rating.
<b>5.00</b>	<b>SERVICES- GIS : 220KV, REFERENCE UNIT PRICE FOR ADDITION / DELETION OF SERVICES (UNIT PRICES OF INDIVIDUAL SERVICES INCLUDED HERE ARE REQUIRED FOR ANY ADDITION/DELETION OF EQUIPMENT AND REPLACEMENT OF DAMAGED ITEMS. VENDOR TO ENSURE THAT THE UNIT PRICES HAVE A LOGICAL RELATIONSHIP WITH PRICES OF ASSEMBLIES IN MAIN ITEMS. QUOTING FOR UNIT PRICES IS MANDATORY AND SHALL BE CONSIDERED FOR EVALUATION)</b>			
5.01	SERVICES- GIS : 220KV, REF. UNIT PRICE OF GIS INDIVIDUAL ITEM/ EQUIPMENT - SERVICES FOR SUPERVISION OF ERECTION OF GIS	MANDA	4	Charges for repetition of services - (if required due to reasons not attributed to the contractor) This item will be executed only if repetition of services is required by BHEL.
5.02	SERVICES- GIS : 220KV, REF. UNIT PRICE OF GIS INDIVIDUAL ITEM/ EQUIPMENT - SERVICES FOR TESTING & COMMISSIONING OF GIS	MANDA	4	Charges for repetition of services - (if required due to reasons not attributed to the contractor) This item will be executed only if repetition of services is required by BHEL.

<i>Sno</i>	<i>ITEM DESCRIPTION</i>	<i>UNIT</i>	<i>QTY</i>	<i>REMARKS</i>
5.03	SERVICES- GIS : 220KV, REF. UNIT PRICE OF GIS INDIVIDUAL ITEM/ EQUIPMENT - HIRING CHARGES OF HV TEST KIT WITH OPERATOR	LOT	1	Additional HV test kit charges including charges of operator, HV test kit, accessories & tools required for completion of HV test (Dielectric Test after installation of GIS). This item is executed only if repetition/ additional HV Test is required by BHEL i.e. post successful commissioning of GIS. (if required due to reasons not attributed to the contractor)
5.04	SERVICES- GIS : TRAINING FOR GIS AT SITE	DAY	1	
5.05	SERVICES- GIS : TRAINING FOR GIS AT MANUFACTURER WORKS	DAY	1	

Sno	ITEM DESCRIPTION	UNIT	QTY	REMARKS
<b>1.00</b>	<b>SUPPLY- GIS : 66KV, 31.5KA FOR 1S, GAS INSULATED SWITCHGEAR (GIS) AS PER TS</b>			<b>66KV DRASS EXTN ICT CONSUTANCY SERVICES TO NHIDCL</b>
1.01	72.5KV, 1250 A, 31.5 KA, SF6 GIS ICT FEEDER BAY MODULE AS PERSECTION-PROJECT, TECHNICAL SPECIFICATION	SET	1	
1.02	72.5KV, 1250 A, 31.5 KA, SF6 GIS LINE FEEDER BAY MODULE AS PERSECTION-PROJECT, TECHNICAL SPECIFICATION	SET	2	
1.03	72.5KV, 2000 A, 31.5KA FOR 1 SEC SF6 GIS BUS BAR MODULE EXT	SET	1	
1.04	SUPPLY- GIS : STRUCTURE MATERIAL INCLUDING FOUNDATION BOLTS, EMBEDDED ITEMS, RAILS AND/ OR OTHER MATERIALS ETC.	LOT	1	Supply of structure work for Installation of complete 66kV GIS including support structure for GIS bus ducts, SF6 to Air Bushing. Supports, platforms, foundation bolts, embedded parts in floors etc., which are required for installation of GIS components as per the specification that comprises of but not limited to the following : a) Base Plate / Channel / Metallic / Structural Member for seating of GIS system b) Lattice / Pipe structure required for installation of GIS, GIB, SF6 to Air Bushing c) Foundation bolt / Anchor Fastening / Chemical Anchor / Hardwares / bolts for GIS system. d) Equipment fixing hardware. e) Cable tray arrangement (mounted on structures of) GIS / GIB / SF6 to Air Bushing. Supply of structure material/base frames, required for complete installation of GIS including support structure (foundation bolts/chemical or mechanical anchors) in floor, platform & railing etc. shall be in bidder's scope.
1.05	SUPPLY- GIS : SF6 GAS REQUIRED FOR PLACING GIS INTO SUCCESSFUL OPERATION	LOT	1	For complete 66kV GIS at DRASS
1.06	SUPPLY- GIS : EARTHING MATERIALS INCLUDING HIGH FREQUENCY EARTHING (AS APPLICABLE)	LOT	1	For complete 66kV GIS at DRASS
1.07	SUPPLY- GIS : TOOLS AND TACKLES	SET	1	Non returnable Tools and Tackles for 400kV GIS. Bidder to provide detail list along with the bid.
<b>2.00</b>	<b>SPARES- GIS : 66KV, 31.5KA FOR 1S, GAS INSULATED SWITCHGEAR (GIS) AS PER TS</b>	<b>LS</b>	<b>1</b>	<b>SPARE-66 KV GIS at DRASS</b>
<b>3.00</b>	<b>SERVICES- GIS : 66KV, GAS INSULATED SWITCHGEAR (GIS) AS PER TS</b>			
3.01	SERVICES- GIS : 66KV, SUPERVISION OF ERECTION OF GIS	LOT	1	Supervision of erection of 66kV GIS DRASS, complete in all respect including SF6 to Air Bushing, LCC. It also includes supervision of unloading & verification of materials for proper storage at site. In the event of changes in scope, payment shall be made on pro-rata basis of circuit breaker bays only.
3.02	SERVICES- GIS : 66KV, TESTING & COMMISSIONING OF GIS	LOT	1	Testing and commissioning of complete 66kV GIS system DRASS is to be executed by contractor. All testing instruments, kits, T&P etc. are to be arranged by contractor on returnable basis. Please refer relevant section of technical specification for details. In the event of changes in scope, payment shall be made on pro-rata basis of circuit breaker bays only.
3.03	SERVICES- GIS : 66KV, FINAL SUCCESSFUL HV/ POWER FREQUENCY TESTING OF GIS INCLUDING ARRANGING OF HV TEST KIT ALONG WITH OPERATOR	LOT	1	Carrying out successful HV/ Power Frequency Testing of 66kv GIS DRASS as per IEC including Arrangement of HV Test kit (on returnable basis) shall be in scope of bidder, which includes charges HV test kit with operator, accessories & tools required for completion of HV testing. Bays may be commissioned separately.
3.04	SERVICES- GIS : INSULATION CO-ORDINATION STUDIES FOR 66KV GIS SYSTEM	LOT	1	Including VFTO report for 66kV GIS DRASS

Sno	ITEM DESCRIPTION	UNIT	QTY	REMARKS
<b>1.00</b>	<b>SUPPLY- GIS : 66KV, 31.5KA FOR 1S, GAS INSULATED SWITCHGEAR (GIS) AS PER TS</b>			<b>NEW 66/11KV GIS SUBSTATION AT ZOJI LA EAST PORTAL</b>
1.01	72.5KV, 1250 A, 31.5 KA, SF6 GIS ICT FEEDER BAY MODULE AS PERSECTION-PROJECT, TECHNICAL SPECIFICATION	SET	2	
1.02	72.5KV, 1250 A, 31.5 KA, SF6 GIS LINE FEEDER BAY MODULE AS PERSECTION-PROJECT, TECHNICAL SPECIFICATION	SET	2	
1.03	72.5KV, 2000 A, 31.5KA FOR 1 SEC SF6 GIS BUS BAR MODULE AS PERSECTION-PROJECT, TECHNICAL SPECIFICATION	SET	2	
1.04	72.5KV,2000A, 31.5KA ,SF6 GIS BUS SECTIONISER BAY MODULE AS PERSECTION-PROJECT, TECHNICAL SPECIFICATION	SET	1	
1.05	SUPPLY- GIS : STRUCTURE MATERIAL INCLUDING FOUNDATION BOLTS, EMBEDDED ITEMS, RAILS AND/ OR OTHER MATERIALS ETC.	LOT	1	Supply of structure work for Installation of complete 66kV GIS New Zoji la East including support structure for GIS bus ducts, SF6 to Air Bushing. Supports, platforms, foundation bolts, embedded parts in floors etc., which are required for installation of GIS components as per the specification that comprises of but not limited to the following : a) Base Plate / Channel / Metallic / Structural Member for seating of GIS system b) Lattice / Pipe structure required for installation of GIS, GIB, SF6 to Air Bushing c) Foundation bolt / Anchor Fastening / Chemical Anchor / Hardwares / bolts for GIS system. d) Equipment fixing hardware. e) Cable tray arrangement (mounted on structures of) GIS / GIB / SF6 to Air Bushing. Supply of structure material/base frames, required for complete installation of GIS including support structure (foundation bolts/chemical or mechanical anchors) in floor, platform & railing etc. shall be in bidder's scope.
1.06	SUPPLY- GIS : SF6 GAS REQUIRED FOR PLACING GIS INTO SUCCESSFUL OPERATION	LOT	1	For complete 66kV GIS at New Zoji la East
1.07	SUPPLY- GIS : EARTHING MATERIALS INCLUDING HIGH FREQUENCY EARTHING (AS APPLICABLE)	LOT	1	For complete 66kV GIS at New Zoji la East
1.08	SUPPLY- GIS : TOOLS AND TACKLES	SET	1	Non returnable Tools and Tackles for 66kV GIS New Zoji la East Bidder to provide detail list along with the bid.
1.09	SF6 MOISTURE CONTENT (DEW POINT) METER	EA	1	<b>GIS TESTING AND MAINTAINANCE EQUIPMENT</b>
1.10	SF6 GAS LEAKAGE DETECTOR	EA	1	
1.11	CIRCUIT BREAKER OPERATION ANALYZER- WITHDYNAMIC CONTACT RESISTANCE MEASUREMENT&CIRCUIT MEASUREMENT TEST KIT,INDUSTRIAL GRADE LAPTOP AND LICENSEDSOFTWARE AS PER TECHNICALSPECIFICATION.	EA	1	
1.12	SF6 GAS FILLING AND EVACUATION PLANT FOR 66KV GIS STATION	EA	1	
1.13	PORTABLE PARTIAL DISCHARGE MEASUREMENT TEST KITWITH ALL NECESSARY ACCESSORIES,INDUSTRIAL GRADE LAPTOP AND LICENSEDSOFTWARE AS PER TECHNICALSPECIFICATION.	EA	1	
<b>2.00</b>	<b>SPARES- GIS : 66KV, 31.5KA FOR 1S, GAS INSULATED SWITCHGEAR (GIS) AS PER TS</b>	<b>LS</b>	<b>1</b>	<b>SPARE-66 KV GIS AT ZOJI LA EAST PORTAL</b>
<b>3.00</b>	<b>SERVICES- GIS : 66KV, GAS INSULATED SWITCHGEAR (GIS) AS PER TS</b>			
3.01	SERVICES- GIS : 66KV, SUPERVISION OF ERECTION OF GIS	LOT	1	Supervision of erection of 66kV GIS New Zoji la East, complete in all respect including SF6 to Air Bushing, LCC. It also includes supervision of unloading & verification of materials for proper storage at site. In the event of changes in scope, payment shall be made on pro-rata basis of circuit breaker bays only.
3.02	SERVICES- GIS : 66KV, TESTING & COMMISSIONING OF GIS	LOT	1	Testing and commissioning of complete 66kV GIS New Zoji la East, system is to be executed by contractor. All testing instruments, kits, T&P etc. are to be arranged by contractor on returnable basis. Please refer relevant section of technical specification for details. In the event of changes in scope, payment shall be made on pro-rata basis of circuit breaker bays only.

Sno	ITEM DESCRIPTION	UNIT	QTY	REMARKS
3.03	SERVICES- GIS : 66KV, FINAL SUCCESSFUL HV/ POWER FREQUENCY TESTING OF GIS INCLUDING ARRANGING OF HV TEST KIT ALONG WITH OPERATOR	LOT	1	Carrying out successful HV/ Power Frequency Testing of 66kV GIS New Zoji la East as per IEC including Arrangement of HV Test kit (on returnable basis) shall be in scope of bidder, which includes charges HV test kit with operator, accessories & tools required for completion of HV testing. Bays may be commissioned separately.
3.04	SERVICES- GIS : INSULATION CO-ORDINATION STUDIES FOR 66KV GIS SYSTEM	LOT	1	Including VFTO report for 66kV GIS New Zoji la East
<b>4.00</b>	<b>SPARES- GIS : 66KV, REFERENCE UNIT PRICE FOR ADDITION / DELETION OF SUPPLY ITEMS (UNIT PRICES OF INDIVIDUAL EQUIPMENT INCLUDED HERE OR IN MANADATORY SPARES ARE REQUIRED FOR ANY ADDITION/DELETION OF EQUIPMENT AND REPLACEMENT OF DAMAGED ITEMS. VENDOR TO ENSURE THAT THE UNIT PRICES HAVE A LOGICAL RELATIONSHIP WITH PRICES OF ASSEMBLIES IN MAIN ITEMS. QUOTING FOR UNIT PRICES IS MANDATORY AND SHALL BE CONSIDERED FOR EVALUATION)</b>			
4.01	SPARES- GIS : 72.5KV, SINGLE PHASE BUS BAR	MTR	1	Complete in all respect.
4.02	SPARES- GIS : 72.5KV, GIS METALLIC ENCLOSURE	KG	20	
4.03	SPARES- GIS : 72.5KV, EXPANSION BELLOWS/ JOINTS	Set	1	For Single Phase of any type and any rating.
4.04	SPARES- GIS : 72.5KV, TEE BEND	Set	1	For Single Phase of any type and any rating.
4.05	SPARES- GIS : 72.5KV, ANGLE BEND (135°)	Set	1	For Single Phase of any type and any rating.
4.06	SPARES- GIS : 72.5KV, L-BEND	Set	1	For Single Phase of any type and any rating.
<b>5.00</b>	<b>SERVICES- GIS : 66KV, REFERENCE UNIT PRICE FOR ADDITION / DELETION OF</b>			
5.01	SERVICES- GIS : 72.5KV, REF. UNIT PRICE OF GIS INDIVIDUAL ITEM/ EQUIPMENT - SERVICES FOR SUPERVISION OF ERECTION OF GIS	IANDA	4	Charges for repetition of services - (if required due to reasons not attributed to the contractor) This item will be executed only if repetition of services is required by BHEL.
5.02	SERVICES- GIS : 72.5KV, REF. UNIT PRICE OF GIS INDIVIDUAL ITEM/ EQUIPMENT - SERVICES FOR TESTING & COMMISSIONING OF GIS	IANDA	4	Charges for repetition of services - (if required due to reasons not attributed to the contractor) This item will be executed only if repetition of services is required by BHEL.
5.03	SERVICES- GIS : 72.5KV, REF. UNIT PRICE OF GIS INDIVIDUAL ITEM/ EQUIPMENT - HIRING CHARGES OF HV TEST KIT WITH OPERATOR	LOT	1	Additional HV test kit charges including charges of operator, HV test kit, accessories & tools required for completion of HV test (Dielectric Test after installation of GIS). This item is executed only if repetition/ additional HV Test is required by BHEL i.e. post successful commissioning of GIS. (if required due to reasons not attributed to the contractor)
5.04	SERVICES- GIS : TRAINING FOR GIS AT SITE	DAY	1	
5.05	SERVICES- GIS : TRAINING FOR GIS AT MANUFACTURER WORKS	DAY	1	

**21. FORM OF JOINT DEED OF UNDERTAKING BY THE COLLABORATOR/ PARENT/ PRINCIPAL COMPANY OF SUBSIDIARY COMPANY/ JV COMPANY/ GROUP COMPANY ALONGWITH THE BIDDER/MANUFACTURER {applicable to Bidder Qualifying through Route-2 & Route-3 of the Qualification Requirement}**

**(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)**

THIS DEED OF UNDERTAKING executed this ..... day of ..... Two Thousand and ..... by M/s. ...., a Company incorporated under the laws of ..... and having its Registered Office at ..... (hereinafter called the "Collaborator/ Parent/Principal Company" which expression shall include its successors, executors and permitted assigns), and M/s. ...., a Company incorporated under the laws of ..... having its Registered Office at ..... (hereinafter called the "Bidder/Manufacturer" which expression shall include its successors, executors and permitted assigns ) and Ms/. ...., a Company incorporated under the laws of ..... having its Registered Office at ..... (hereinafter called the "Bidder" which expression shall include its successors, executors and permitted assigns) in favour of ..... (*insert names of the Employer*) ....., a Company incorporated under the Companies Act of 1956 having its registered office at .....(*insert registered address of the Employer*)..... (hereinafter called the "Employer" which expression shall include its successors, executors and permitted assigns)

WHEREAS the "Employer" invited Bid as per its Specification No. .... for the execution of .....(*insert name of the package alongwith project name*).....

AND WHEREAS Clause No. ...., Section ....., of ....., Vol.-... forming part of the Bid Documents inter-alia stipulates that the Bidder / Manufacturer alongwith its Collaborator/ Parent/Principal Company must fulfill the Qualifying Requirements for the \*..... and be jointly and severally bound and responsible for the successful performance of the \*..... offered in the event the Bid submitted by the Bidder is accepted by the Employer resulting in a Contract.

AND WHEREAS the Bidder has submitted its Bid to the Employer vide Proposal No. .... dated ..... based on the collaboration/association of the Collaborator/ Parent/Principal Company with the Bidder/Manufacturer.

NOW THEREFORE THIS UNDERTAKING WITNESSETH as under:

- 1.0 In consideration of the award of Contract by the Employer to the Bidder (hereinafter referred to as the "Contract") we, the Collaborator/ Parent/Principal Company and the Bidder/Contractor/manufacturer do hereby declare that we shall be jointly and severally bound unto the ..... (*insert name of the Employer*) ....., for the successful performance of the \*..... and shall be fully responsible for the design, manufacture, testing, supply on FOR destination delivery at site basis and supervision of unloading at site, storage, erection, testing & commissioning and successful performance of the \*..... in accordance with the Contract Specifications.

2.0 Without in any way affecting the generality and total responsibility in terms of this Deed of Undertaking, the Collaborator/ Parent/Principal Company in particular hereby agrees to depute their technical experts from time to time to the Bidder's/ Contractor's/ Manufacturer's Works/ Employer's Project site as mutually considered necessary by the Employer, Bidder/ Contractor/ Manufacturer and the Collaborator/ Parent/Principal Company to ensure:

- (i) A valid technology transfer agreement, including license to manufacture and supply from India, between the Collaborator/ Parent/Principal Company (the technology provider) and the Bidder / Contractor covering the type, size and rating of the \*.....sets specified, valid minimum up to the end of the defect liability period of the contract. The technology transfer agreement necessarily covers transfer of technological know-how for \*..... in the form of complete transfer of design dossier, design software's, drawings and documentation, quality system manuals and imparting relevant training to the personnel of the Bidder / Contractor.
- (ii) Proper design, engineering, manufacture, testing, supply transportation and delivery at site and supervision of unloading at site, storage, erection, testing & commissioning and successful performance of the equipment in accordance with Contract Specifications and
- (iii) If necessary, the Collaborator/ Parent/Principal Company shall advise the Manufacturer/ Contractor suitable modifications of designs and implement necessary corrective measures to discharge the obligations under the contract.

3.0 We further confirm that

The Parent/ Principal Company shall have a minimum equity participation of 51% in the Indian Subsidiary Company for a lock-in period of seven (7) years from the date of incorporation of Indian Subsidiary Company or upto the end of defect liability period of the contract whichever is later.

(OR)

The Parent/ Principal Company and the Group Company shall have a common source of control, directly or indirectly, so as to exercise a minimum equity participation of 26% or appoint more than 50% of members of Board of Directors in the Group Company. The promoter of the Group Company shall maintain the minimum equity participation in the Group Company for a lock-in period of seven (7) years from the date of incorporation of Group Company or upto the end of defect liability period of the contract whichever is later.

(OR)

The Parent/ Principal Company shall have a minimum equity participation of 26% in the Joint Venture Company for a lock-in period of seven (7) years from the date of incorporation of Joint Venture Company or upto the end of Defect Liability Period of the contract, whichever is later.

The Indian GIS Manufacturer shall have a minimum equity participation of 51% in the Joint Venture Company for a lock-in period of seven (7) years from the date of incorporation of Joint Venture Company or upto the end of Defect Liability Period of the contract, whichever is later.

*(applicable in case bidder is a Subsidiary Company/ Group Company/ JV Company (JVC) who intends to meet the Financial Position requirement specified in the Qualification requirement based on its Parent/ Principal Company)*

4.0 This Deed of Undertaking shall be construed and interpreted in accordance with the laws of India and the Courts in Delhi shall have exclusive jurisdiction in all matters arising under the Undertaking.

5.0 As a security, the Collaborator/ Parent/Principal Company shall apart from the Contractor’s performance guarantee, furnish a Contract Performance Guarantee from its Bank in favour of the Employer in a form acceptable to the Employer. The value of such guarantee shall be equivalent to 3% of the Ex-works cost of such equipment(s) manufactured in India as identified in the Contract awarded by the Employer to the Bidder/Contractor and it shall be part of guarantee towards the faithful performance/compliance of this Deed of Undertaking in terms of the Contract. The guarantee shall be unconditional, irrevocable and valid for the entire period of the Contract, namely till the end of the Defect Liability Period of \*..... under the Contract. The Bank Guarantee amount shall be payable to the Employer on demand without any reservation or demur. This shall be in addition to the Contract Performance Guarantee furnished by the Contractor.

5.0 We, the Collaborator/ Parent/Principal Company and Bidder/ Contractor/ Manufacturer agree that this Undertaking shall be irrevocable and shall form an integral part of the Contract and further agree that this Undertaking shall continue to be enforceable till the Employer discharges it. It shall become operative from the effective date of Contract.

IN WITNESS WHEREOF the Collaborator/ Parent/Principal Company, and the Bidder/Contractor/Manufacturer have through their Authorised Representatives executed these presents and affixed Common seals of their respective Companies, on the day, month and year first above mentioned.

WITNESS (For Collaborator/ Parent/Principal Company)

Signature .....

Name ..... (Signature of the authorized representative)

Office Address .....

Name .....

Common Seal of Company .....

WITNESS (For Bidder)

Signature .....  
Name .....  
Office Address .....

(Signature of the authorized representative)  
Name .....  
Common Seal of Company .....

WITNESS (For Manufacturer)

Signature .....  
Name .....  
Office Address .....

(Signature of the authorized representative)  
Name .....  
Common Seal of Company .....

**Note:**

1. For the purpose of executing the Deed of Joint Undertaking, the non-judicial stamp papers of appropriate value shall be purchased in the name of executant(s).
2. The Undertaking shall be signed on all the pages by the authorised representatives of each of the partners and should invariably be witnessed.
3. This Deed of Joint Undertaking duly certified by the Company Secretary shall be submitted alongwith the bid. Further, the Deed of Joint Undertaking attested by Notary Public of the place(s) of the respective executant(s) or registered with the Indian Embassy/High Commission in that country shall be submitted by the bidder within ten (10) days from the date of intimation of post-bid discussion.
4. In the event the Bidder is a Manufacturer and the Collaboration is between Collaborator and the Bidder, then the Joint deed of undertaking shall be modified accordingly.
5. \*The name(s) of equipment for which Joint deed of undertaking is to be submitted is to be inserted viz.,345kV GIS etc.
6. The manufacturer may be having ongoing collaboration agreement or had collaboration agreement in the past with the collaborator.

**22. FORM OF DEED OF JOINT UNDERTAKING TO BE EXECUTED BY THE BIDDER/CONTRACTOR ALONGWITH INDIAN GIS MANUFACTURER WHO HAS BEEN ASSOCIATED FOR SOURCING OF GIS EQUIPMENT {applicable to Bidder Qualifying through Route-4 of the Qualification Requirement}**

**(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)**

This DEED OF UNDERTAKING executed this ..... day of..... Two Thousand ..... by M/s....., a Company incorporated under ..... having its Registered Office at ..... hereinafter called the "Bidder/Contractor" which expression shall include its successors, administrators, executors and permitted assigns and M/s. ...., registered under the Indian Companies Act of 1956 or 2013, as the case may be, and having its Registered Office at ..... hereinafter called the "Associate" which expression shall include its successors, administrators, executors and permitted assigns, in favour of ..... (*insert names of the Employer*) ....., a Company incorporated under the Indian Companies Act of 1956 having its registered office at .....(*insert registered address of the Employer*)..... (hereinafter called the "Employer" which expression shall include its successors, executors and permitted assigns)

WHEREAS the "Employer" invited Bid as per its Specification No. .... for the execution of .... (*insert name of the package alongwith project name*) .....

AND WHEREAS Clause No. ...., Section ....., of ....., Vol.-... forming part of the Bidding Documents inter-alia stipulates that the Bidder/Contractor can also participate provided the Bidder meets the requirement and associates with a GIS manufacturer for sourcing of GIS equipment, who meets the stipulated requirement of Annexure-A (BDS) and submits a Deed of Joint Undertaking jointly executed by the Bidder/Contractor and its Associate in which the Bidder and its Associate are jointly and severally bound and responsible for the successful performance of the GIS Portion of the Contract specified in the bidding documents in the event the Bid submitted by the Bidder is accepted by the Employer resulting in a Contract.

AND WHEREAS the Bidder has submitted its Bid to the Employer based on above stipulation and has agreed to furnish this Deed of Undertaking to be enforceable in the event of the award of the Contract by the Employer.

AND WHEREAS the Bidder and Associate are executing an irrevocable Deed of Joint Undertaking that they shall be held jointly and severally liable and bound unto the Employer for successful performance of the GIS portion of the Contract fully meeting the stipulated technical requirements, guaranteed parameters and characteristics as per bidding documents, in the event the Bid submitted by the Bidder is accepted by the Employer resulting in a Contract.

NOW THEREFORE, THIS UNDERTAKING WITNESSETH AS UNDER:

1.0 In consideration of the award of Contract by the Employer to the Bidder / Contractor (hereinafter referred to as the "Contract") we, the Bidder/Contractor and

the Associate do hereby agree and undertake that we shall be jointly and severally responsible to the Employer for design, erection, testing and commissioning of complete GIS portion of the Contract and perform all obligations including the technical guarantee for the complete package..

- 2.0 In case of any breach of the Contract committed by the Contractor, we, the Associate do hereby undertake, declare and confirm that we shall be fully responsible for design, manufacturing, erection, testing and commissioning of complete GIS switchyard under the Contract and undertake to carry out all obligation and responsibilities under this Deed of Joint Undertaking in order to discharge the Contractor's obligations and responsibilities stipulated in the Contract with respect to GIS portion of the Contract. Further, if the Employer sustains any loss or damage on account of any breach with respect to GIS portion of the Contract, we, the Associate and the Contractor jointly and severally undertake to promptly indemnify, and pay such losses/damages caused to the Employer on its written demand without any demur, reservation, contest or protest in any manner whatsoever.
- 3.0 Without in any way affecting the generality and total responsibility in terms of this Deed of Undertaking, the Bidder/Contractor hereby agrees to ensure the following:

- (i) The Associate will be fully responsible for design, engineering, manufacture, erection, testing, commissioning and putting into satisfactory operation of complete GIS switchyard to the satisfaction of the Employer.

Further, the Associate shall depute their technical experts from time to time to the Contractor's works/Employer's project site as required by Employer and agreed to by the Contractor/Associate to facilitate the successful performance of switchyard with respect to GIS portion as stipulated in the Contract.

Further, the Associate shall ensure proper design, engineering, manufacture, erection, testing, commissioning and successful performance of GIS switchyard covered under the said Contract in accordance with the stipulations of the Contract specifications and if necessary the Associate shall advise the Contractor suitably modifications of design and implement necessary corrective measure to discharge the obligations under the Contract.

- (ii) In the event the Associate and the Contractor fail to demonstrate successful performance of switchyard, the Associate and the Contractor shall promptly carry out all the corrective measures at their own expenses and shall promptly provide corrected designs to the Employer.
- (iii) The Contractor and Associate will be fully responsible for the quality of all equipment/main assemblies/components manufactured at their works or at their vendor's works or fabricated/constructed at site, and their repairs or replacement if necessary for incorporation on the switchyard with respect to GIS portion of the Contract and timely delivery thereof the meet the completion schedule under the Contract.

(iv) In case of any issue related to failure and repair of GIS equipment, the Bidder / Contractor and the Associate shall ensure the following:.

- a. The Associate’s Service Engineer(s) shall be deputed to concerned site within 24 Hours plus actual journey time to attend the problem after receiving the information of the same from Employer.
- b. The Associate shall ensure readily availability in their Indian works at least one no. of each type of GIS Module used in the installation under the Contract.

4.0 This Deed of Undertaking shall be construed and interpreted in accordance with the laws of India and the Courts in Delhi shall have exclusive jurisdiction in all matters arising under the Undertaking.

5.0 As a security, the Associate shall apart from the Contractor’s performance guarantee, furnish a Contract Performance Guarantee from its Bank in favour of the Employer in a form acceptable to the Employer. The value of such guarantee shall be equivalent to 2% (two percent) of the Contract value awarded by the Employer to the Bidder/Contractor and it shall be part of guarantee towards the faithful performance/compliance of this Deed of Undertaking in terms of the Contract. The guarantee shall be unconditional, irrevocable and valid for the entire period of the Contract, namely till the end of the Defect Liability Period under the Contract. The Bank Guarantee amount shall be payable to the Employer on demand without any reservation or demur. This shall be in addition to the Contract Performance Guarantee to be furnished by the Contractor.

We further agree that this undertaking shall be without any prejudice to the various liabilities of the Bidder / Contractor, including the Contract Performance Security as well as other obligations of the Bidder / Contractor in terms of the Contract.

6.0 We, the Associate and Bidder/Contractor agree that this Undertaking shall be irrevocable and shall form an integral part of the Contract and further agree that this Undertaking shall continue to be enforceable till the Employer discharges it. It shall become operative from the effective date of Contract.

IN WITNESS WHEREOF the Contractor and the Associate have through their Authorised Representatives executed these presents and affixed Common seals of their respective Companies on the day, month and year first above mentioned.

WITNESS

[For Bidder/Contractor]

Signature .....

(Signature of the authorized representative)

Name .....

Name .....

Office Address .....

Common Seal of Company  
.....

WITNESS

[For Associate]

Signature .....

(Signature of the authorized  
representative)

Name .....

Name .....

Office Address .....

Common Seal of Company  
.....

**Note:**

1. For the purpose of executing the Deed of Undertaking, the non-judicial stamp papers of appropriate value shall be purchased in the name of executant.
2. The Undertaking shall be signed on all the pages by the authorised representative(s) of the Bidder and the Associate and should invariably be witnessed.

**23. FORM OF BANK GUARANTEE FOR CONTRACT PERFORMANCE (TO BE SUBMITTED BY COLLABORATOR / PARENT/ PRINCIPAL COMPANY)**

*(For the purpose of verification/confirmation of this Bank Guarantee by the Employer, the Bank shall indicate 2 official email ids of the authorized signatories from Issuing Branch and also of the designated higher office (Corporate Office, Zonal Office etc)in the covering letter of the Bank forwarding the Bank Guarantee.)*

Bank Guarantee No. ....

Date.....

**NOA/Contract No.....**

.....[Name of Contract].....

To: [Name and address of the Employer]

Dear Ladies and/or Gentlemen,

We refer to the Contract ("the Contract")

**vide notification of award issued on ..... (insert date of the notification of award)....by you to M/s ..... (Name of Contractor) .....,**

**(or)**

**signed on .....(insert date of the Contract)..... between you and M/s ..... (Name of Contractor) .....,**

having its Principal place of business at .....(Address of Contractor) ..... and Registered Office at .....(Registered address of Contractor) ..... ("the Contractor") concerning ..... (Indicate brief scope of work) ..... for the complete execution of the ..... (insert name of Package alongwith name of the Project).....

Whereas, the Contractor has agreed to supply the .....@..... #[manufactured by M/s. .... (Name of Manufacturer) ....., having its Principal place of business at .....(Address of Manufacturer) ..... and Registered Office at .....(Registered address of Manufacturer) ..... (hereinafter referred to as the "Manufacturer") in collaboration with M/s. .... (Name of Collaborator/Parent/Principal Company) ....., having its Principal place of business at .....(Address of Collaborator/ Parent/Principal Company) ..... and Registered Office at .....(Registered address of Collaborator/ Parent/Principal Company) ..... (hereinafter referred to as the "Collaborator/ Parent/Principal Company"), as a pre-requisite for qualification of the Bidder/Contractor and have submitted a deed of joint undertaking declaring that they are jointly and severally bound and responsible for the successful performance of the said equipment in accordance with

the Contract Specifications and that the Collaborator/ Parent/Principal Company having agreed to furnish a Contract Performance Guarantee for the faithful performance/compliance of the Deed of Undertaking equivalent to (3%) three percent of the Ex-works cost of .....@..... to be supplied by the Manufacturer/Contractor under the Contract, in addition to Contract Performance Guarantee equivalent to 3% (three percent) of the value of the Contract to be provided by the Contractor for the faithful performance of the entire Contract.

By this letter we, the undersigned, .....(insert name & address of the issuing bank) ....., a Bank (or Company) organized under the laws of ..... and having its Registered/Head Office at .....(insert address of registered office of the bank)..... do hereby irrevocably guarantee payment to you up to ..... i.e., **three percent (3%)** of the Ex-works cost of .....@..... to be supplied by the Manufacturer/Contractor under the Contract until ninety (90) days beyond the Defect Liability Period i.e., upto and inclusive of ..... (dd/mm/yy).

We undertake to make payment under this Letter of Guarantee upon receipt by us of your first written demand signed by your duly authorized officer declaring the Contractor/Manufacturer/Collaborator/ Parent/Principal Company to be in default under the Contract and without cavil or argument any sum or sums within the above named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Contractor/Manufacturer/Collaborator/ Parent/Principal Company to dispute or question such demand.

Our liability under this Letter of Guarantee shall be to pay to you whichever is the lesser of the sum so requested or the amount then guaranteed hereunder in respect of any demand duly made hereunder prior to expiry of the Letter of Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This letter of Guarantee shall remain in full force and shall be valid from the date of issue until ninety (90) days beyond the Defect Liability Period of the said equipment i.e. upto and inclusive of ..... (dd/mm/yy) and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s. .... on whose behalf this Letter of Guarantee has been given.

Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation.

Our liability under this Letter of Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made hereunder after such expiry or after the aggregate of the sums paid by us to you shall equal the sums guaranteed hereunder, whichever is the earlier.

All notices to be given under shall be given by registered (airmail) posts to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between you and

the Collaborator/ Parent/Principal Company, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notices to us and without the necessity for any additional endorsement, consent or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

No action, event or condition which by any applicable law should operate to discharge us from liability hereunder shall have any effect and we hereby waive any right we may have to apply such law so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed \_\_\_\_\_ (*value in figures*) \_\_\_\_\_ [*value in words*] \_\_\_\_\_].
2. This Bank Guarantee shall be valid upto \_\_\_\_\_ (*validity date*) \_\_\_\_\_.
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before \_\_\_\_\_ (*validity date*) \_\_\_\_\_."

For and on behalf of the Bank

[*Signature of the authorised signatory(ies)*]

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

POA Number \_\_\_\_\_

Contact Number(s): Tel. \_\_\_\_\_ Mobile \_\_\_\_\_

Fax Number \_\_\_\_\_

email \_\_\_\_\_

Common Seal of the Bank \_\_\_\_\_

Witness:

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Contact Number(s): Tel. \_\_\_\_\_ Mobile \_\_\_\_\_

email \_\_\_\_\_

Note :

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.
2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.
3. @ Insert name of the Equipment
4. # Applicable when the Contractor is not manufacturing the equipment himself.
5. **The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph regarding applicability of ICC publication No: 758, the following may be added at the end of the proforma of the Bank Guarantee [i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee]:**  
**"This Guarantee is subject to Uniform Rules for Demand Guarantee, ICC publication No. 758 except that article 15(a) is hereby excluded."**
6. At the time of issuance of the Bank Guarantee (including its extensions) through SFMS facility, the issuing bank will input the IFSC code of Beneficiary Bank as mentioned at GCC clause 9.4 in SCC in their Trade Finance Portal.

**Additional paragraph regarding issuance of the Bank Guarantee through SFMS Platform (if applicable), the following should be added at the end of the proforma of the Bank Guarantee [i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee]:**

**"This Guarantee has been issued using SFMS Platform and the requisite communication in this regard has been forwarded to the Beneficiary Bank."**

**24. FORM OF BANK GUARANTEE FOR CONTRACT PERFORMANCE (TO BE SUBMITTED BY INDIAN GIS MANUFACTURER) (REQUIRED TO BE SUBMITTED IN LINE WITH ROUTE-4, OF ANNEXURE-A (BDS))**

*(For the purpose of verification/confirmation of this Bank Guarantee by the Employer, the Bank shall indicate 2 official email ids of the authorized signatories from Issuing Branch and also of the designated higher office (Corporate Office, Zonal Office etc) in the covering letter of the Bank forwarding the Bank Guarantee.)*

Bank Guarantee No. ....

Date.....

Contract No.....

.....[Name of Contract].....

To: [Name and address of the Employer]

Dear Ladies and/or Gentlemen,

We refer to the Contract ("the Contract") signed on .....(insert date of the Contract)..... between you and M/s ..... (Name of Contractor) ....., having its Principal place of business at .....(Address of Contractor) ..... and Registered Office at .....(Registered address of Contractor) ..... ("the Contractor") concerning ..... (Indicate brief scope of work) ..... for the complete execution of the ..... (insert name of Package alongwith name of the Project).....

Whereas, the Contractor and M/s. .... (Name of GIS Manufacturer) ....., having its Principal place of business at .....(Address of GIS Manufacturer) ..... and Registered Office at .....(Registered address of GIS Manufacturer) ..... (hereinafter referred to as the "GIS Manufacturer"), as a pre-requisite for qualification of the Bidder/Contractor, have submitted a deed of joint undertaking declaring that they are jointly and severally bound and responsible for the quality and timely supply of GIS and that the GIS Manufacturer having agreed to furnish a Contract Performance Guarantee for the faithful performance/compliance of the Deed of Undertaking equivalent to (2%) two per cent of the total contract price under the Contract, in addition to Contract Performance Guarantee equivalent to **3%(three percent )** of the value of the Contract to be provided by the Contractor for the faithful performance of the entire Contract.

By this letter we, the undersigned, .....(insert name & address of the issuing bank) ....., a Bank (which expression shall include its successors, administrators, executors and assigns) organized under the laws of ..... and having its Registered/Head Office at .....(insert address of registered office of the bank)..... do hereby irrevocably guarantee payment to you up to ..... i.e., two percent (02%) of the total contract price under the Contract until ninety (90) days beyond the Defect Liability Period i.e., upto and inclusive of ..... (dd/mm/yy).

We undertake to make payment under this Letter of Guarantee upon receipt by us of your first written demand signed by your duly authorized officer declaring the Contractor/ GIS Manufacturer to be in default under the Contract and without cavil or argument any sum or sums within the above named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Contractor/ GIS Manufacturer to dispute or question such demand.

Our liability under this Letter of Guarantee shall be to pay to you whichever is the lesser of the sum so requested or the amount then guaranteed hereunder in respect of any demand duly made hereunder prior to expiry of the Letter of Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This letter of Guarantee shall remain in full force and shall be valid from the date of issue until ninety (90) days beyond the Defect Liability Period of the Facilities i.e. upto and inclusive of ..... (dd/mm/yy) and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s. .... on whose behalf this Letter of Guarantee has been given.

Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation.

Our liability under this Letter of Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made hereunder after such expiry or after the aggregate of the sums paid by us to you shall equal the sums guaranteed hereunder, whichever is the earlier.

All notices to be given under shall be given by registered (airmail) posts to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between you and the Contractor/ GIS Manufacturer, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notices to us and without the necessity for any additional endorsement, consent or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

No action, event or condition which by any applicable law should operate to discharge us from liability hereunder shall have any effect and we hereby waive any right we may have to apply such law so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

*"Notwithstanding anything contained herein:*

1. *Our liability under this Bank Guarantee shall not exceed \_\_\_\_\_ (value in figures) \_\_\_\_\_ [ \_\_\_\_\_ (value in words) \_\_\_\_\_].*
2. *This Bank Guarantee shall be valid upto \_\_\_\_\_ (validity date) \_\_\_\_\_.*
3. *We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before \_\_\_\_\_ (validity date) \_\_\_\_\_."*

For and on behalf of the Bank

[Signature of the authorised signatory(ies)]

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

POA Number \_\_\_\_\_

Contact Number(s): Tel. \_\_\_\_\_ Mobile \_\_\_\_\_

Fax Number \_\_\_\_\_

email \_\_\_\_\_

Common Seal of the Bank \_\_\_\_\_

Witness:

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Contact Number(s): Tel. \_\_\_\_\_ Mobile \_\_\_\_\_

email \_\_\_\_\_

Note:

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.
2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.
3. The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph for limitation of liability, the following may be added at the end of the proforma of the Bank Guarantee [i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee]:
4. The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph regarding applicability of ICC publication No: 758, the following may be added at the end of the proforma of the Bank Guarantee [i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee]:

*"This Guarantee is subject to Uniform Rules for Demand Guarantee, ICC publication No. 758 except that article 15(a) is hereby excluded."*

Specification No.: 5002002162/GIS-EXCLUDING/DOM/A04-CC CS -5

**220kV GIS Substation Package SS-75: for (i) Extension of 220kV Drass (GIS) Substation & Extension of 220kV Alusteng (AIS) Substation under Transmission System Strengthening of Srinagar Leh Transmission System and (ii) Extension of 220 kV Drass (GIS) Substation and 66/11kV New Zoji la East (GIS) S/S under consultancy services to NHIDCL**

CONFIRMATION IN REGARD TO DESIGN & TYPE TEST

(To be furnished in case bidder is proposing to qualify through Note-4 under Route -1 of QR)

This is to certify that .....KV GIS CB bay(s), manufactured and supplied by the Bidder from their Indian works, is having same design as that of GIS CB bay manufactured and dully Type tested (as per relevant IEC) by the Collaborator. Further, the design Know-how has been transferred by the Collaborator to the Bidder and based on the same, the Bidder has supplied the said GIS bay(s) from it's Indian works.

Further, it is confirmed that the type test reports of the GIS Equipment offered under the subject package shall be submitted to POWERGRID during detailed Engineering as per the requirements of Technical specification, in the event of award of contract.

AUTHORISED SIGNATORY FOR.....(Name of the bidder).....(THE BIDDER)

Power of Attorney Holder (For BHEL) Person

Key Managerial (For BHEL)

Signature.....

Signature.....

Name.....

Name.....

Office Address..... Address.....

Office

AUTHORISED SIGNATORY FOR..... (Name of the Collaborator).....(THE COLLABORATOR)

Key Managerial Person

Signature.....

Name.....

Office Address.....

## INDEMNIFICATION AGREEMENT

This Indemnification Agreement is executed at [●] on this the [●] day of [●] 2022

### BY AND BETWEEN

**Bharat Heavy Electricals Ltd.**, a Company incorporated under Companies Act, 1956 having its registered office at BHEL House, Siri Fort, Asiad Village, New Delhi – 110049 and the executing office at TBG, BHEL Joy Tower, Sector 62, Noida, UP 201301 (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its legal representatives, nominees, permitted assigns and successors) (hereinafter referred to as “**FIRST PARTY/BHEL**”),

### AND

**(Associate Name / GIS OEM)**, a Company incorporated under Companies Act, 1956/2013 having CIN No. [●] and its registered office/principal place of business at [●] through its duly authorized signatory [●] duly authorized vide Board Resolution dated [●] (which expression shall, unless it be repugnant to the context of meaning thereof, be deemed to include its successors and permitted assignees) (hereinafter referred to as the “**SECOND PARTY/ GIS OEM NAME**”)

“**FIRST PARTY**”, and “**SECOND PARTY**” are individually referred to as “**Party**” and collectively as “**Parties**”.

### WHEREAS

- (A) The First Party is planning to bid for (Employer) enquiry no. 5002002162/GIS-EXCLUDING/DOM/A04-CC CS -5 for the execution of 220kV GIS Substation Package SS-75: for 1. Extension of 220kV Drass (GIS) Substation & Extension of 220kV Alusteng (AIS) Substation under Transmission System Strengthening of Srinagar Leh Transmission System and 2. Extension of 220 kV Drass (GIS) Substation and 66/11kV New Zoji la East (GIS) S/S under consultancy services to NHIDCL (hereinafter referred to as “**The Project**”).
- (B) As per Clause No. 1 of Annexure A of BDS, Section III, of Vol.– I forming part of the Bidding Documents, the First Party meets the requirement under route 4 and the Second Party meets the requirements under route 1/2/3 for 220 kV & 66 kV GIS Scope.
- (C) In order to participate in the bidding process, The First Party has invited a tender from the qualified GIS manufacturers with a proposal to declare the Second Party as an associate for Design, Manufacture, Supply & Supervision of Erection, Testing & Commissioning of 220 kV & 66 kV Gas Insulated Switchgear (GIS) and accessories for execution of the Project.
- (D) The Second Party has agreed to the said proposal and submitted its bid to the first party. The first party selected the second party as the qualified associate through their standard tendering process.
- (E) In line with the POWERGRID’s tender qualifying requirements, for GIS manufacturer to quote as an associate, the associate has to sign a Joint Deed of Undertaking (JDU) with the First Party (**Attached as Annexure – 1 with the present agreement**). As per Clause 2 of the JDU, the Associate has to undertake to be jointly and severally liable and bound unto the Employer for successful performance of the GIS portion of the Contract along with the EPC bidder.

- (F) The Parties have therefore agreed that the First Party, as the EPC contractor/Sole Bidder, shall be solely responsible for Supply, Civil and Services portion defined in bidding document by POWERGRID, whereas the scope of the Second Party shall be limited only to Design, Manufacture, Supply and Supervision of Erection, Testing and Commissioning of GIS. The clear responsibility of individual Parties, in terms of the POWERGRID tender, shall form integral part of this Indemnification Agreement. The scope of work of the parties is annexed to this Indemnification Agreement and marked as **Annexure-2**.
- (G) The Parties have agreed to execute this Indemnification Agreement in order to safeguard each other against any loss or damage arising out of any demands/disputes/claims/litigation, etc. that may be raised by POWERGRID or their representatives owing to of any shortfall or deficiency in work carried out by the parties in their respective scope of work as per Annexure-2 during the execution of the Project.
- (H) Accordingly, the parties now wish to set out the mutual responsibilities towards each other arising out of their scope of work as delineated in Annexure-2 before, during, and after the execution of the Project.
- (I) The Parties agree, confirm, undertake and certify that they have all the requisite approvals and permissions including approval of their respective Boards and there is nothing restricting them to execute this Indemnification Agreement and its enforceability under the applicable laws of India.

**Now therefore, in Consideration of premises, mutual agreements, covenants and conditions set forth in this Indemnification Agreement, it is hereby agreed by and between the Parties as follows: -**

1. The above Preamble/Recital shall be considered as an integral part of this Indemnification Agreement.
2. The First Party undertakes and agrees that in the event of the contract being awarded to the First Part (as sole bidder under Route-4 category of POWERGRID), the Second Party shall not be liable to POWERGRID for any breach committed by the First Party in relation to the First Party's scope of work in terms of the requirements mentioned in Clause 2 of the JDU.
3. The Second Party undertakes and agrees that in the event of the contract being awarded to the First Part (as sole bidder under Route-4 category of POWERGRID), the First Party shall not be liable to POWERGRID for any breach committed by the Second Party in relation to the Second Party's scope of work in terms of the requirements mentioned in Clause 2 of the JDU.
4. The First Party undertakes and agrees not to carry out any obligations and responsibilities under the JDU in order to discharge the obligations and responsibilities of the Second Party stipulated in the Contract/Tender with respect to Second Party's scope of work related to Design, Manufacture, Supply & Supervision of Erection, Testing & Commissioning of 220 kV & 66 kV GIS and accessories and more particularly delineated in Annexure-2.
5. The Second Party undertakes and agrees not to carry out any obligation and responsibilities under the JDU in order to discharge the obligations and responsibilities of the First Party stipulated in the Contract/Tender with respect to First Party's scope

of work related to remaining Supply, Civil and Services Portion and more particularly delineated in Annexure-2.

6. The First Party hereby irrevocably undertakes and agrees to indemnify and hold the Second Party harmless from and against all actions, proceedings, claims, liabilities, penalties, demands, litigations, costs and losses whatsoever, incurred or suffered or to be incurred or to be suffered by the Second Party on account of any shortfall or deficiency in work carried out by the First Party in its scope as per Annexure-2 during the execution of the Project.
7. The Second Party hereby irrevocably undertakes and agrees to indemnify and hold the First Party harmless from and against all actions, proceedings, claims, liabilities, penalties, demands, litigations, costs and losses whatsoever, incurred or suffered or to be incurred or to be suffered by the First Party on account of any shortfall or deficiency in work carried out by the Second Party in its scope as per Annexure-2 during the execution of the Project.
8. The First Party and Second Party jointly agree to safeguard each other against any loss or damage arising out of any demands/disputes/claims/litigation, etc. that may be raised by POWERGRID or their representatives owing to of any shortfall or deficiency in work carried out by the parties in their respective scope of work as per Annexure-2 during the execution of the Project.
9. All or any dispute, controversy, claim or disagreement arising out of or touching upon or in relation to the terms of this Indemnification Agreement, breach, invalidity, including the interpretation and validity thereof and the respective rights and obligations of the Parties hereof, shall be referred to arbitration which shall be governed by the Arbitration and Conciliation Act, 1996. The Parties shall mutually appoint a sole arbitrator to resolve the dispute or differences, failing which it shall be appointed in accordance with Arbitration and Conciliation Act, 1996. The venue of arbitration shall be New Delhi. The arbitration proceedings shall be conducted as per laws of India and under the Arbitration and Conciliation Act, 1996 in India. The arbitration proceedings shall be conducted in the English language. The costs of the arbitration shall be shared by the Parties equally. The award passed by the Sole Arbitrator shall be final, binding and conclusive between the Parties.
10. This Indemnification Agreement shall be interpreted and governed in all respects by the laws of India and the Courts at New Delhi shall have the exclusive jurisdiction to entertain and try any dispute or matter relating to or arising out of this Indemnification Agreement.
11. If any provision of this Indemnification Agreement is invalid or unenforceable or prohibited by law, it shall be treated for all purposes as severed from this Indemnification Agreement and ineffective to the extent of such invalidity or unenforceability, without affecting in any manner the remaining provisions hereof, which shall continue to be valid and binding.
12. This Indemnification Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof. No variation of this Indemnification Agreement shall be binding on any of the Parties unless, and to the extent that such variation is recorded in a written document executed amongst the Parties.
13. This Indemnification Agreement is intended to inure for the benefit of both the Parties and this Indemnification Agreement shall be binding on both the Parties.

14. Any demand, notice or communication under this Indemnification Agreement shall be in writing and shall be hand delivered or by post or by facsimile or e-mail to the party receiving such communication at the address specified herein or such other address as either party may in future specify to other party.

**Give Address; emails; fax details**

15. This Indemnification Agreement is entered amongst the parties hereto on a principal-to-principal basis. Nothing contained in this Indemnification Agreement shall be construed or deemed to create any principal-agent relationship.

In Witness whereof the Parties have signed this Indemnification Agreement on the day, month and year first above written through their respective Authorized Representative/s.

**Witnesses:**

**For, Bharat Heavy Electricals Limited  
(First Party)**

1.

\_\_\_\_\_  
(Authorized Representative)

2.

For, -----  
**(Second Party)**

\_\_\_\_\_  
(Authorized Representative)

**BANK GUARANTEE FOR PERFORMANCE SECURITY**

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of the Bharat Heavy Electricals Limited <sup>1</sup> (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at BHEL House Siri Fort New Delhi-110049 through its Unit at BHEL, TBG, Noida having awarded to (Name of the Vendor / Contractor / Supplier) having its registered office at \_\_\_\_\_<sup>2</sup> hereinafter referred to as the 'Contractor/Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No PO No.....dated .....<sup>3</sup> valued at Rs.....<sup>4</sup> ( Rupees -----)/FC.....(in words.....) for .....<sup>5</sup> (hereinafter called the 'Contract') and the Contractor having agreed to provide a Contract Performance Guarantee, equivalent to .....% (.... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

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

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

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

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

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

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

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

This Guarantee shall remain in force upto and including.....<sup>6</sup> and shall be extended from time to time for such period as may be desired by Employer.

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

Unless a demand or claim under this guarantee is made on us in writing on or before the .....<sup>7</sup>we shall be discharged from all liabilities under this guarantee thereafter.

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

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....<sup>8</sup>
- b) This Guarantee shall be valid up to .....<sup>9</sup>
- c) Unless the Bank is served a written claim or demand on or before \_\_\_\_\_<sup>10</sup> all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

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

For and on behalf of  
(Name of the Bank)

Dated.....

Place of Issue.....

<sup>1</sup> NAME AND ADDRESS OF EMPLOYER I.e Bharat Heavy Electricals Limited

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

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

<sup>4</sup> PROJECT/SUPPLY DETAILS

<sup>5</sup> BG AMOUNT IN FIGURES AND WORDS

<sup>6</sup> VALIDITY DATE

<sup>7</sup> DATE OF EXPIRY OF CLAIM PERIOD

<sup>8</sup> BG AMOUNT IN FIGURES AND WORDS.

<sup>9</sup> VALIDITY DATE

<sup>10</sup> DATE OF EXPIRY OF CLAIM PERIOD

**Note:**

1. Units are advised that expiry of claim period may be kept 2/3 months after validity date.
2. In Case of Bank Guarantees submitted by Foreign Vendors-
  - a. **From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
  - b. **From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)**
    - b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank (BHEL's Consortium Bank). It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
    - b.2 **In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank** (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.
    - b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.
    - b.4 The BG should clearly specify that the demand or other document can be presented in electronic form.

No.25-111612018-PG  
Government of India  
Ministry of Power  
Shram Shakti Bhawan, Rafi Marg, New Delhi • — 110001  
Tele Fax: 011-23730264

Dated 02/07/2020

ORDER

Power Supply System is a sensitive and critical infrastructure that supports not only our national defence, vital emergency services including health, disaster response, critical national infrastructure including classified data & communication services, defence installations and manufacturing establishments, logistics services but also the entire economy and the day-to-day life of the citizens of the country. Any danger or threat to Power Supply System can have catastrophic effects and has the potential to cripple the entire country. Therefore, the Power Sector is a strategic and critical sector.

The vulnerabilities in the Power Supply System & Network mainly arise out of the possibilities of cyber attacks through malware / Trojans etc. embedded in imported equipment. Hence, to protect the security, integrity and reliability of the strategically important and critical Power Supply System & Network in the country, the following directions are hereby issued:-

1. All equipment, components, and parts imported for use in the Power Supply System and Network shall be tested in the country to check for any kind of embedded malware/trojans/cyber threat and for adherence to Indian Standards.
2. All such testings shall be done in certified laboratories that will be designated by the Ministry of Power (MOP).
3. Any import of equipment/components/parts from "prior reference" countries as specified or by persons owned by, controlled by, or subject to the jurisdiction or the directions of these "prior reference" countries will require prior permission of the Government of India
4. Where the equipment/components/parts are imported from "prior reference" countries, with special permission, the protocol for testing in certified and designated laboratories shall be approved by the Ministry of Power (MOP).

This order shall apply to any item imported for end use or to be used as a component, or as a part in manufacturing, assembling of any equipment or to be used in power supply system or any activity directly or indirectly related to power supply system.

This issues with the approval of Hon'ble Minister of State for Power and New & Renewable Energy (Independent Charge).



(Goutam Ghosh)

Director Tel: 011-23716674 To:

1. All Ministries/Departments of Government of India (As per list)
2. Secretary (Coordination), Cabinet Secretariat
3. Vice Chairman, NITI Aayog

सेवा भवन, आर. के. पुरम-I, नई दिल्ली-110066 टेली: 011-26732257 ईमेल: ce-rndcea@nic.in वेबसाइट:  
[www.cea.nic.in](http://www.cea.nic.in)

Sewa Bhawan, R.K Puram-I, New Delhi-110066 Tele: 011-26732257 Email: ce-rndcea@nic.in Website: [www.cea.nic.in](http://www.cea.nic.in)

	<b>Transmission Business Group</b> <b>HSE Department, HQ, Noida</b>	
	<b>HSE Policy</b>	

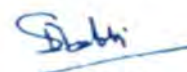
## 1. BHEL HSE Policy



In BHEL, Health, Safety and Environment (HSE) responsibilities are driven by our commitment to protect our employees and people we work with, community and environment. BHEL believes in zero tolerance for unsafe work/non-conformance to safety and in minimizing environmental footprint associated with all its business activities. We commit to continually improve our HSE performance by:

- Developing safety and sustainability culture through active leadership and by ensuring availability of required resources.
- Ensuring compliance with applicable legislation, regulations and BHEL systems.
- Taking up activities for conservation of resources and adopting sound waste management by following Reduce/Recycle/Reuse approach.
- Continually identifying, assessing and managing environmental impacts and Occupational Health & Safety risks of all activities, products and services adopting approach based on elimination/substitution/reduction/control.
- Incorporating appropriate Occupational Health, Safety and Environment criteria into business decisions, design of products & systems and for selection of plants, technologies and services.
- Imparting appropriate structured training to all persons at workplace and promoting awareness amongst customers, contractors and suppliers on HSE issues.
- Reviewing periodically this policy and HSE Management Systems to ensure its relevance, appropriateness and effectiveness.
- Communicating this policy within BHEL and making it available to interested parties.

June 5, 2018



Atul Sobti  
Chairman & Managing Director

Creating  of tomorrow

## Formats for document submission for Technical Qualifying Requirement

### Format-A:

Format for the Indian GIS Manufacturer in support of meeting the requirement of para 1.1, Route-1

	Bidder's Name :		
	Single Firm/Lead Partner/Other Partners of a JV/Indian GIS Mnaufacturer		
1	Name of Contract Undertaken		
2	Contract Reference No. & Date of Award		
3	Name and Address of the Employer/Utility for whom the Contract was executed by the firm/Partner of a JV		
	E-mail ID		
	Telephone No.		
	Fax No.		
4(a)(i)	Voltage Level of GIS Substation commissioned under the Contract <i>(Indicate 345kV or above class only)</i>		
	No. of GIS Circuit Breaker equipped bays under the above contract		
	<i>(Indicate nos. of GIS Circuit Breaker equipped bays of 345 kV or above voltage level where one no. of circuit breaker bay shall be considered as a bay used for controlling a line or a transformer or a reactor or a bus section or a bus coupler and comprising of at least one circuit breaker, one disconnector and three nos. of single phase CTs/ Bushing CTs)</i>		
	Name of the substation or switchyard		
(a)(ii)	No. of years, the above Substation have been in operation as on the originally scheduled date of bid opening.		
	Scope of work involved under the Contract (Tick whichever is/are applicable)	<input type="checkbox"/> Design <input type="checkbox"/> Manufacture	<input type="checkbox"/> Design <input type="checkbox"/> Manufacture
	NOTE: type test reports of Collaborator/ Parent Company/ Subsidiary Company/ Group Company shall also be acceptable, for which a confirmation shall be furnished along with the bid as per format attached in the bidding documents	<input type="checkbox"/> Type Testing <input type="checkbox"/> Supply	<input type="checkbox"/> Type Testing <input type="checkbox"/> Supply
		<input type="checkbox"/> Supervision of Erection & Commissioning	<input type="checkbox"/> Supervision of Erection & Commissioning
	Whether Undertaking (as per enclosed format in Section-VI, Sample Forms and Procedures of bidding document) for above is enclosed with the bid		
	Details of documents uploaded in support of the above stated experience		

Note: GIS Manufacturer to submit document for qualification for route-1 or route-2 or route-3 as applicable

**Format-B:****Format in support of meeting the requirement of para 1.2 (Route-2)**

	Name of the Indian Bidder not meeting the requirement stipultaed in Clause 1.1 of Annexure-A (BDS), but has established manufacturing and testing facilities in India for 345kV or above Gas Insulated Switchgear (GIS):	
1	Whether 345kV or above voltage level GIS Circuit Breaker bay manufactured by bidder have been supplied or Type tested	
A	if Type tested, details of Type test Report	
B	Details of GIS supplied by them	
i	Name of Contract Undertaken for manufacturing 345kV or above voltage level GIS bays	
ii	Contract Reference No. & Date of Award	
iii	Name and Address of the Employer/Utility for whom 345kV or above voltage level GIS bays were supplied by the Bidder	
	E-mail ID	
	Telephone No.	
	Fax No.	
iv	No. of 345kV or above GIS Circuit Breaker bays under the contract	
	Name of the substation or switchyard	
	Whether 345kV or above voltage level GIS Circuit breaker bays, as mentioned above, has been manufactured based on technological support of the Collaborator under the Contract.	
	If Yes, indicate the Name of Collaborator(s)	
	No. of years, the above GIS Subatation(s) are in operation as on the originally scheduled date of bid opening.	
	Scope of work involved under the Contract for the above 345kV or above GIS bay as per IEC as on the originally scheduled date of bid opening	<input type="checkbox"/> Manufactured <input type="checkbox"/> Supply <input type="checkbox"/> Type Testing
	<i>(Tick whichever is/are applicable)</i>	
	Details of documents uploaded in support of the above stated experience	

**Format-C:****Format in support of meeting the requirement of para 1.2(Route-2) (as applicable)**

	Name of the Collaborator (refer para 1.2), if applicable :		
	Name of the 345kV or above GIS Equipment Manufacturer (refer para 1.2), if applicable :		
1	Name of Contract Undertaken		
2	Contract Reference No. & Date of Award		
3	Name and Address of the Employer/Utility for whom the Contract was executed by the firm/Partner of a JV		
	E-mail ID		
	Telephone No.		
	Fax No.		
4(a)(i)	No. of 345kV or above GIS Circuit Breaker bays under the above contract  <i>(Indicate nos. of GIS Circuit Breaker bays of 345kV or above where one no. of circuit breaker bay shall be considered as a bay used for controlling a line or a transformer or a reactor or a bus section or a bus coupler and comprising of at least one circuit breaker, one disconnecter and three nos. of single phase CTs / Bushing CTs)</i>		
	Name of the substation or switchyard		
(a)(ii)	No. of years, the above GIS CB bays are in operation as on the originally scheduled date of bid opening.		
	Scope of work involved under the Contract as per IEC  (Tick whichever is/are applicable)	<input type="checkbox"/> Design <input type="checkbox"/> Manufacture <input type="checkbox"/> Type Testing <input type="checkbox"/> Supply  <input type="checkbox"/> Supervision of Erection & Comm.	<input type="checkbox"/> Design <input type="checkbox"/> Manufacture <input type="checkbox"/> Type Testing <input type="checkbox"/> Supply  <input type="checkbox"/> Supervision of Erection & Comm.
	Whether Joint Deed of Undertaking executed between The Bidder and 345kV or above GIS Equipment Manufacturer has been enclosed with bid ? (in line with para 1.2 of Annexure-A (BDS))		
	Whether confirmation letter from the Collaborator(s) stating that the Collaborator(s) shall furnish performance guarantee for an amount of 3% of the ex-works cost of such equipment(s) has been enclosed with bid? <i>(in line with para 1.2 of Annexure-A (BDS))</i>		
	Whether valid collaboration agreement for technology transfer / license to design, manufacture, test and supply 345kV or above GIS equipment in India has been enclosed with bid (in line with para 1.2 of Annexure-A (BDS))		
	Details of documents uploaded in support of the above stated experience		

**Format-D:**

**Format in support of meeting the requirement of para 1.3 (Route-3)**

	Name of the Indian established as Subsidiary/JVC/Group company by its parent/principal	<input type="checkbox"/> Subsidiary <input type="checkbox"/> JVC <input type="checkbox"/> Group Company
	Whether bidder have established manufacturing and testing facilities in India for 345kV or above voltage level GIS	
1	Whether 345kV or above voltage level GIS Circuit Breaker bay manufactured by bidder have been supplied or Type tested based on Technological support of their Parent/ Principal Company	
A	if Type tested, details of Type test Report	
B	Details of GIS supplied by them	
i	Name of Contract Undertaken for manufacturing 345kV or above voltage level GIS bays	
ii	Contract Reference No. & Date of Award	
iii	Name and Address of the Employer/Utility for whom 345kV or above voltage level GIS bays were supplied by the Bidder  E-mail ID Telephone No. Fax No.	
iv	No. of 345kV or above GIS Circuit Breaker bays under the above contract  Name of the substation or switchyard  Whether 345kV or above voltage level GIS Circuit breaker bays, as mentioned above, has been manufactured based on technological support of the Parent/ Principal Company under the Contract.  If Yes, indicate the Name of Parent/ Principal Company(s)  No. of years, the above AIS/GIS Subatation(s) are in operation as on the originally scheduled date of bid opening.  Scope of work involved under the Contract for the above 345 GIS bay as per IEC as on the originally scheduled date of bid opening  <input checked="" type="checkbox"/> Manufactured <input type="checkbox"/> Supply <input type="checkbox"/> Type Testing  <i>(Tick whichever is/are applicable)</i>	
	Details of documents uploaded in support of the above stated experience	

**Format-E:**

**Format in support of meeting the requirement of para 1.3(Route-3)**

	Name of the Parent Company/ Principal (refer para 1.3), if applicable:		
	Name of the 345kV or above voltage level GIS Equipment Manufacturer (refer para 1.3), if applicable :		
1	Name of Contract Undertaken		
2	Contract Reference No. & Date of Award		
3	Name and Address of the Employer/Utility for whom the Contract was executed by the firm/Partner of a JV		
	E-mail ID		
	Telephone No.		
	Fax No.		
4(a)(i)	No. of 345kV or above GIS Circuit Breaker bays under the above contract <i>(Indicate nos. of GIS Circuit Breaker bays of 345kV or above where one no. of circuit breaker bay shall be considered as a bay used for controlling a line or a transformer or a reactor or a bus section or a bus coupler and comprising of at least one circuit breaker, one disconnecter and three nos. of single phase CTs/ Bushing CTs)</i>		
	Name of the substation or switchyard		
(a)(ii)	No. of years, the above GIS CB bays are in operation as on the originally scheduled date of bid opening.		
	Scope of work involved under the Contract as per IEC <i>(Tick whichever is/are applicable)</i>	<input type="checkbox"/> Design <input type="checkbox"/> Manufacture <input type="checkbox"/> Type Testing <input type="checkbox"/> Supply <input type="checkbox"/> Supervision of Erection & Comm.	<input type="checkbox"/> Design <input type="checkbox"/> Manufacture <input type="checkbox"/> Type Testing <input type="checkbox"/> Supply <input type="checkbox"/> Supervision of Erection & Comm.
	Whether Joint Deed of Undertaking executed between The Bidder and 345kV GIS Equipment Manufacturer has been enclosed with bid ? (in line with para 1.3 of Annexure-A (BDS)		
	Whether confirmation letter from the parent/principal company stating that the parent/principal company shall furnish performance guarantee for an amount of 3% of the ex-works cost of such equipment(s) has been enclosed with bid? (in line with para 1.3 of Annexure-A (BDS)		
	Whether valid collaboration agreement for technology transfer / license to design, manufacture, test and supply 345kV GIS equipment in India has been enclosed with bid ? (in line with para 1.3 of Annexure-A (BDS)		
	Details of documents uploaded in support of the above stated experience		

Date :   
Place :

Printed Name :   
Designation :

**BHARAT HEAVY ELECTRICALS LTD.  
(TRANSMISSION BUSINESS GROUP)**

**GENERAL TERMS AND CONDITIONS FOR TENDER ENQUIRY / CONTRACT**

**This is to be submitted duly signed by bidder in original (NO T REQUIRED FOR ENQUIRY THROUGH E-PROCUREMENT MODE). Clause-wise deviations and / or additional conditions / clarifications, if any, are to be brought out clearly in "Schedule of Commercial Deviation". Deviations and / or additional conditions / clarifications, if any, mentioned elsewhere in the bid / offer, shall not be considered.**

<b>Sr. No.</b>	
1.	<p><b>INSTRUCTION TO BIDDERS :</b></p> <p>1.1 Sealed bids are invited for the items mentioned in the tender enquiry conforming to the NIT including Technical Specifications. Bids should be typed and free from overwriting and erasures. Corrections or additions / deletions, if any, must be clearly written and attested, otherwise offer may be rejected.</p> <p>1.2 Bidder must ensure that their bid is submitted / dropped in the tender box on or before <b>14-00 Hrs.</b> IST on the due date of opening, unless otherwise specified in the NIT, at the address as follows :-</p> <p style="padding-left: 40px;">Tender Box, Materials Management, Transmission Business Group, Bharat Heavy Electricals Limited, 5<sup>th</sup> Floor, Tower-A, Advant Navis IT Business Park, Plot-7, Sector-142, Noida Expressway, Noida, Dist. G. B. Nagar, U. P. – 201305</p> <p>1.3 In case tender enquiry is floated through the e-procurement system, offer / bid has to be submitted through the e-procurement system <b>ONLY</b> as per instructions given in the e-procurement portal (<a href="https://bhel.abcprocure.com/EPROC/">https://bhel.abcprocure.com/EPROC/</a>).</p> <p>1.4 The bids shall be opened at 14-30 Hrs. IST on the due date of opening, in the presence of participating bidders who may like to be present, unless otherwise specified in the NIT. Bids received late are liable for rejection. Bidders sending bids by courier or post will have to ensure that it is timely delivered at the above address.</p> <p>1.5 Bids are to be submitted duly signed with seal in two parts :-</p> <p style="padding-left: 40px;">a) <b>Techno-commercial Bid (Part-I)</b> – To be submitted in 2 sets (original + copy). A copy of Price Bid (Part-II) clearly mentioning all the necessary information as per format <b>without prices</b> "Un-Priced Bid" is also to be enclosed in Part-I Bid.</p> <p style="padding-left: 40px;">b) <b>Price Bid ( Part-II)</b> – To be submitted only in one set in a separate sealed envelope. This should not contain any Technical and / or Commercial Terms and Conditions. The rates should be quoted both in figures and words.</p>

Sr. No.	
	<p>1.6 The Part-I and Part-II Bids are to be sealed in separate envelopes and marked as “Techno-commercial Bid (Part-I)” and “Price Bid (Part-II)” respectively. Both the envelopes are to be kept in another common envelope and marked as “BID”. Each envelope should be sealed and superscribed with tender enquiry no., item / package name, project name and due date of opening. Bidder’s name and address shall also be mentioned on each envelope.</p> <p>1.7 For any technical clarification, please contact official mentioned in the tender enquiry / NIT.</p> <p>1.8 For any commercial clarification please contact official issuing tender enquiry / NIT.</p> <p>1.9 Price bid (Part-II) should not contain any additional information / description other than given in “Un-Priced Bid” submitted with “Techno-commercial Bid (Part-I)” except prices, otherwise bid is liable for rejection.</p> <p>1.10 Price Bid submitted along with the bid shall remain valid up to validity of offer. Any discount / revised offer submitted by the bidder on its own shall be accepted provided it is received 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 including optional items, if any, unless specified otherwise by the bidder. Discount offered shall be valid for full duration of validity of the offer including extension of validity, if any. Unsolicited Supplementary / Revised Price Bid submitted after the due date and time of offer submission (i.e. Part-I Bid), during validity period of offer, unless asked by BHEL, shall not be considered. Withdrawal of quotation by the bidder, at any stage after its opening, may entail suitable action against such bidder by BHEL.</p> <p>1.11 The consultants / firm (and any of its affiliates) shall not be eligible to participate against tender enquiry for the related goods or works or services for the same project, if they were engaged by BHEL-TBG for the consultancy services.</p> <p>1.12 In case any Foreign OEM / Foreign Principal insists 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 the agent, bid received from the agent shall be ignored.</p> <p>1.13 Non-conformities / errors / discrepancies in quoted prices in price bids shall be dealt as follows :-</p> <p>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 BHEL 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.</p> <p>b) If there is an error in a total corresponding to the addition or subtraction</p>

Sr. No.	
	<p>of subtotals, the subtotals shall prevail and the total shall be corrected.</p> <p>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.</p> <p>d) If there is such discrepancy in an offer as mentioned in (a), (b) &amp; (c) above, 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 BHEL, the bid is liable to be ignored.</p> <p>1.14 In case the scope of the successful bidder / supplier against this tender enquiry includes Erection, Testing and Commissioning (ETC) of the equipment / material at site in addition to Supply, Purchase Order shall be placed for Supply Portion and Contract shall be separately awarded for ETC at Site Portion. General Terms and Conditions for Tender Enquiry / Contract mentioned herein shall be applicable for both Supply &amp; ETC at Site. Additional Terms and Conditions for Tender Enquiry / Contract for Erection, Testing and Commissioning at Site "BHEL/TBG/GTC-ETC/2016 REV01" shall be applicable for ETC at Site only which is to be read in conjunction with General Terms and Conditions for Tender Enquiry / Contract mentioned herein. However, any breach of either the Purchase Order or the Contract shall be deemed to be breach of the other.</p> <p>1.15 Taxes and Duties payable extra as per Clause No. 2.3 in NIT, if not specified/quoted clearly as extra shall be considered as included in Ex-works Price and therefore shall not be reimbursed. Taxes and duties not payable extra as per NIT shall be deemed to be included in Ex-works Price.</p> <p>1.16 If the rates for taxes and duties in respect of the quoted materials and / or services assumed by the Supplier are less than the tariff prevailing at the time of tendering, Supplier will be responsible for such under quotations. However if the rates assumed are higher than the correct rates prevailing at the time tendering, the difference will be to the credit of BHEL.</p> <p>Note : Representative / official deputed by the bidder to witness tender opening must produce authorization letter for the same.</p>
2. PRICES :	<p>2.1 Unless specifically indicated in the NIT, all prices shall be FIRM. No enhancement of rate for whatsoever reasons unless and until asked by BHEL shall be allowed.</p> <p>2.2 Unless specifically indicated in the NIT, the prices shall be on INR basis.</p> <p>2.3 Unless specifically indicated in the NIT, the prices are to be quoted on FOR (Site / Destination) basis excluding GST. The break-up of prices shall be as under :-</p> <p>a) Ex-works Price: Ex-works price including packing &amp; forwarding charges.</p>

<b>Sr. No.</b>	
	<p>b) Freight: Freight for door delivery up to destination / site / store are to be quoted separately.</p> <p>c) Insurance: Insurance for door delivery up to destination / site / store are to be quoted separately.</p> <p>d) Type Test Charges: If asked in the technical specification, it is to be quoted separately for each test.</p> <p>e) Charges for Supervision of Erection, Testing &amp; Commissioning (ETC) at Site: To be quoted separately if specified in NIT/Price Schedule.</p> <p>f) Charges for Testing &amp; Commissioning at Site: To be quoted separately if specified in NIT/Price Schedule.</p> <p>g) Charges for Erection, Testing &amp; Commissioning at Site: To be quoted separately if specified in NIT/Price Schedule.</p> <p>h) Training Charges: To be quoted separately if specified in NIT/Price Schedule.</p> <p>2.4 <b>GST rates</b> along with HSN/SAC code as applicable on Sr No (a) to (h) above is to be mentioned separately in percentage in both un-priced bid and price bid.</p> <p>Note :</p> <p>i) Unless otherwise specified in the NIT, the purchase order shall be placed on Ex-works basis for Indian bidders.</p> <p>ii) Prices quoted by Indian bidders shall be in Indian Rupees only.</p> <p>iii) In case Supervision of Erection, Testing &amp; Commissioning (ETC) at Site or Testing &amp; Commissioning at Site or Erection, Testing &amp; Commissioning at Site is also in scope of the bidder along with supply, bidder has to ensure that prices quoted for such services also are in line with special terms &amp; conditions of the NIT, if any.</p> <p>iv) Unless otherwise specified in the NIT, Unloading at Site / Destination shall not be in the scope of the supplier.</p> <p>v) Prices in respect of Sr No (a) to Sr No (h) of Clause 2.3 above are to be quoted inclusive of all taxes &amp; Duties, charges. Levies, royalty etc. if any, excluding GST.</p>
<b>3.</b>	<p><b>TERMS OF PAYMENT :</b></p> <p><b>3.1 For Supply only in scope of the supplier</b></p> <p>100% of payment within 60 days from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows :</p> <ul style="list-style-type: none"> <li>· LR / GR duly endorsed by BHEL Site Official.</li> <li>· Material Receipt Certificate issued by BHEL Site Official.</li> <li>· GST Compliant Tax Invoice</li> <li>· Packing List (Case-wise)</li> <li>· Copy of Transit Insurance Certificate from underwriters.</li> <li>· Material Inspection Clearance Certificate (MICC) issued by BHEL Quality Management</li> <li>· Guarantee Certificate</li> <li>· Copy of Performance Bank Guarantee (PBG)</li> <li>· Certificate of acceptance of Type Test Reports issued by BHEL Engineering</li> </ul>

Sr. No.	
	<p>Management wherever specifically mentioned in the Purchase Order.</p> <p><b>3.2 For Supply where Supervision of Erection, Testing &amp; Commissioning (ETC) at Site is in scope of the supplier or Supply where Testing &amp; Commissioning at Site is in scope of the supplier</b></p> <p>a) 95% of payment within 60 days from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows :</p> <ul style="list-style-type: none"> <li>· LR / GR duly endorsed by BHEL Site Official.</li> <li>· Material Receipt Certificate issued by BHEL Site Official.</li> <li>· GST Compliant Tax Invoice</li> <li>· Packing List (Case-wise)</li> <li>· Copy of Transit Insurance Certificate from underwriters.</li> <li>· Material Inspection Clearance Certificate (MICC) issued by BHEL Quality Management</li> <li>· Guarantee Certificate</li> <li>· Copy of Performance Bank Guarantee (PBG)</li> <li>· Certificate of acceptance of Type Test Reports issued by BHEL Engineering Management wherever specifically mentioned in the Purchase Order.</li> </ul> <p>b) 5% of payment within 60 days from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows :</p> <ul style="list-style-type: none"> <li>· Certificate of successful completion of Supervision of Erection, Testing &amp; Commissioning at Site if it is in the scope of the supplier or Certificate of successful completion of Testing &amp; Commissioning at Site if it is in the scope of the supplier.</li> <li>· Certificate of completion of final documentation as per Purchase Order / Technical Specification issued by BHEL Engineering Management</li> </ul> <p><b>3.3 For Supply where Erection, Testing &amp; Commissioning (ETC) at Site is in scope of the supplier</b></p> <p>a) 90% of payment within 60 days from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows :</p> <ul style="list-style-type: none"> <li>· LR / GR duly endorsed by BHEL Site Official.</li> <li>· Material Receipt Certificate issued by BHEL Site Official.</li> <li>· GST Compliant Tax Invoice</li> <li>· Packing List (Case-wise)</li> <li>· Copy of Transit Insurance Certificate from underwriters.</li> <li>· Material Inspection Clearance Certificate (MICC) issued by BHEL Quality Management</li> <li>· Guarantee Certificate</li> <li>· Copy of Performance Bank Guarantee (PBG)</li> <li>· Certificate of acceptance of Type Test Reports issued by BHEL Engineering Management wherever specifically mentioned in the Purchase Order</li> </ul> <p>b) 10% of payment within 60 days from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows :</p> <ul style="list-style-type: none"> <li>· Certificate of successful completion of Erection, Testing &amp; Commissioning at Site issued by BHEL Site Official / Construction Management</li> <li>· Certificate of completion of final documentation as per Purchase Order / Technical Specification issued by BHEL Engineering Management</li> </ul> <p><b>3.4 For Type Test Charges</b></p>

Sr. No.	
	<p>100% payment along with applicable GST within 60 days from the date of receipt of complete GST compliant Tax invoice along with copy of Certificate of acceptance of Type Test Reports issued by BHEL Engineering Management in 3 sets (original + 2 copies) on completion of delivery (at site, if F&amp;I is in scope of supplier) of main supplies (excluding spares) for which Type Tests are applicable. List of main supplies (excluding spares) for which Type Tests are applicable shall be certified by BHEL Engineering Management.</p> <p>3.5 For Charges for Supervision of Erection, Testing &amp; Commissioning at Site</p> <p>100% payment along with applicable GST within 60 days from the date of receipt of complete GST compliant Tax invoice along with certificate of successful completion of Supervision of Erection, Testing &amp; Commissioning at Site issued by BHEL Site Official / Construction Management in 3 sets (Original + 2 copies).</p> <p>3.6 For Charges for Testing &amp; Commissioning at Site</p> <p>100% payment along with applicable GST within 60 days from the date of receipt of complete GST compliant Tax invoice along with certificate of successful completion of Testing &amp; Commissioning at Site issued by BHEL Site Official / Construction Management in 3 sets (Original + 2 copies).</p> <p>3.7 For Training Charges</p> <p>100% payment along with applicable GST within 60 days from the date of receipt of complete GST compliant Tax invoice along with certificate of completion of training issued by BHEL Engineering Management in 3 sets (original + 2 copies).</p> <p>Note :</p> <ul style="list-style-type: none"> <li>i) Supplier has to submit invoice(s) as per PO or approved billing break-up of prices (if applicable as per NIT).</li> <li>ii) In case of supplies for overseas project, Material Receipt Certificate issued by BHEL Authorized Representative shall also be acceptable.</li> <li>iii) In case of Transit Insurance under Open Insurance Policy, Intimation / Declaration of Transit Insurance as per terms of the relevant Open Insurance Policy along with copy of Open Insurance Policy from underwriters shall also be acceptable.</li> <li>iv) Supplier has to ensure commencement of transit insurance from the date not later than LR / GR date.</li> <li>v) Supplier has to submit Tax Invoice(s). Supplier should ensure that Tax Invoice should comply all statutory requirements under GST Law to enable BHEL to avail input credit</li> <li>vi) MSMED Act, 2006 and the rules made thereunder as amended from time to time shall be applicable for release of payment to suppliers qualified &amp; registered as Micro &amp; Small Enterprises based on documents mentioned in the NIT for MSME.</li> </ul>

<b>Sr. No.</b>	
	<p>vii) Supplier has to submit PBG (as per BHEL format) &amp; Guarantee Certificate as per PO terms.</p> <p>viii) In case any shortages and / or damages in supplies, an amount calculated based on comments against Material Receipt Certificate issued by the BHEL Site Official shall be withheld from the supply payment against 3.1(a) or 3.2(a) above to be deemed fit by BHEL subject to a minimum of 10% of the total ex-works value of the invoice corresponding to the LR / GR against which any shortages and / or damages are reported. The withheld amount shall be released after the shortages and / or damages in supplies are supplied / replenished against Certification by BHEL Site Official.</p> <p>ix) Payment of GST component shall be made only if vendor has deposited the Tax and credit for the same is reflected in GSTN (GST Network). In case credit of the same is not reflected in GSTN , vendor may alternatively furnish BG of GST Amount for a period valid for not less than 1 month .In case of disallowance of credit /non reflection of credit in GSTN , amount will be recovered from supplier along with applicable Interest , penalty etc from any of his dues.</p> <p>x) If GST is payable by BHEL on reverse Charge Mechanism basis, vendor should ensure the submission of GST compliant Tax invoice immediately on dispatch/ performance of service. In case of non-compliance any additional charges towards interest , penalty etc , will be to vendors account.</p> <p>xi) TDS under GST Act, if applicable, shall be deducted unless Exemption Certificate If applicable, from the appropriate authority is furnished to BHEL along with Invoice.</p>
<b>4.</b>	<p><b>INTEREST LIABILITY :</b> In case of any delay in payment due to any reason, BHEL shall not pay any interest on delayed payment. Also, no interest shall be payable by BHEL on the bank guarantee / deposit amount or balance payment or any other money which may become due owing to difference or misunderstanding or any dispute before any quasi judicial authority between BHEL and the Supplier / Contractor.</p>
<b>5.</b>	<p><b>GUARANTEE :</b> The equipment / material supplied and services rendered (if applicable) shall be guaranteed to be free from all defects and faults in design &amp; engineering, material, workmanship &amp; manufacture and in full conformity with the Purchase Order / Contract, Technical Specifications &amp; approved drawings / data sheets, if any, for 18 months from the date of last delivery or 12 months from the date of commissioning, whichever is earlier.</p> <p>Wherever Erection, Testing &amp; Commissioning at Site are also in the scope of the Supplier, the guarantee period shall be 18 months from the date of last delivery or 12 months from the date of commissioning, whichever is later.</p> <p>The defective equipment / material / component shall be replaced free of cost at site. Freight &amp; Insurance during transit shall also be in the scope of the supplier / contractor. Any expenditure for dismantling and re-erection of the replaced equipment / material / component shall be to supplier's / contractor's account. All replacements during the guarantee period shall be delivered at site promptly and satisfactorily within a period not more than 45 days from the date of reporting the defect / rejection etc.</p>

<b>Sr. No.</b>	
	<p>In the event of the supplier / contractor failing to replace the defective equipment / material / component within the time period mentioned above, BHEL may proceed to undertake the replacement of such defective equipment / material / component at the risk and cost of the supplier / contractor without prejudice to any other rights under the contract and recover the same from PBG / other dues of this Purchase Order / Contract or any other Purchase Order / Contract executed by the supplier / contractor.</p> <p>Note :</p> <p>i) In case of Illumination System, items viz. Lamps, Tubes, Ballast, Starters, Capacitors &amp; Fuses will not be under Guarantee after commissioning.</p> <p>ii) In addition to the above guarantee period, Extended Guarantee / Warranty, if any, shall be as per NIT / Technical Specifications.</p> <p>iii) In case offer of agent of Foreign OEM / Foreign Principal is considered, as per Clause No. 1.12 above, Guarantee as mentioned above has to be provided by the Foreign OEM / Foreign Principal also.</p>
<b>6.</b>	<p><b>LATENT DEFECT :</b> Liability for latent defects shall be for defects inherently lying within material or arising out of design deficiency which does not manifest itself during guarantee period but later and shall be limited to five years from the expiry of the guarantee period.</p>
<b>7.</b>	<p><b>PERFORMANCE BANK GUARANTEE (PBG) :</b> Supplier shall arrange to submit Performance BG / deposit on a non-judicial stamp paper of appropriate value along with first invoice or within 60 days from placement of Purchase Order (PO) whichever is earlier, in line with one of the applicable options as follows :-</p> <p><u>Option "A"</u> A single rolling PBG for Rs. 50 Lakhs initially valid for 18 months with claim period of 3 months extra over and above 18 months for all the Purchase Orders being executed for Transmission Business Group, BHEL. However, validity of the PBG shall be extended till 18 months from the date of last delivery with 3 months claim period extra over and above 18 months. Single Rolling PBG option shall not be applicable in case Ex-works value of the PO at the time of placement of PO exceeds Rs. One Crore.</p> <p><u>Option "B"</u> PBG for 10% of the total Ex-works PO value, valid for 18 months from the date of last delivery with claim period of 3 months extra over and above 18 months. Ex-works PO value at the time of placement of PO shall be considered for calculation of the PBG amount.</p> <p><u>Option "C"</u> In case the total Ex-works PO value at the time of placement of PO does not exceed Rs. Ten Lakhs, interest free Deposit of 10% of the total Ex-works PO value at the time of placement of PO in form of Demand Draft favouring "Bharat Heavy Electricals Limited" and payable at New Delhi / Delhi / Noida shall also be acceptable to BHEL in lieu of PBG, which shall be released after expiry of 21 months from the date of last delivery after deduction, if any, within 60 days from receipt of invoice in 3 sets (original + 2 copies) to be submitted by the supplier.</p> <p>Note :</p> <p>i) The Bank Guarantee shall be from any bank as per Annexure for List of Banks (32 Nos.). The original PBG should be sent by issuing Bank directly to AGM (Finance), TBG, BHEL, Noida.</p>

Sr. No.	
	ii) Extension of validity of the PBG in original, as per above clause, should be sent by issuing Bank directly to AGM (Finance), TBG, BHEL, Noida at least 45 days before expiry of validity of the PBG. iii) Unless otherwise specified in the NIT, deviation taken for non-submission of PBG / Deposit, as applicable, shall not be accepted. iv) Supplier has to confirm one of the applicable options for submission of PBG / Deposit before placement of PO. v) In case of non-submission PBG / Deposit, as applicable, BHEL reserve the right for Risk Purchase as per terms of the NIT and impose Suspension of Business Dealings with the Supplier / Contractor. vi) BHEL reserve the right to encash the Bank Guarantee and forfeit the amount in the event of any default, failure or neglect on part of the Supplier in fulfilment of performance of the Purchase Order. vii) Value of the Bank Guarantee (at the time of submission) shall remain unchanged for any subsequent variations in Purchase Order value up to $\pm 20\%$ . Beyond this variation of $\pm 20\%$ , the Supplier shall arrange to enhance or may reduce the value of the Bank Guarantee accordingly for the total variation promptly. viii) Vendor to ensure submission of Certificate of Final Documentation /Confirmation regarding Non applicability of Final Documentation, as the case may be, as referred in clause No 9 regarding Final Documentation. BG shall be released only after submission of the same to BHEL TBMM.
8.	<b>SUBMISSION OF DRAWINGS / DOCUMENTS FOR APPROVAL :</b> Supplier shall submit the master document list within 7 days from date of Purchase Order / Contract, unless otherwise specified in the NIT, with planned dates for submission which shall be in line with activity schedule as per Purchase Order / Contract and shall be finalized with BHEL Engineering Management. Date of first submission of drawings / documents shall be certified by BHEL Engineering Management after the receipt of applicable drawings / documents (e.g. project specific cover sheet, GTP, OGA drawings, schemes, type test reports etc.) by BHEL. During detailed engineering stage, necessary hard copies of the engineering drawings / documents shall also be submitted by the supplier as per the Purchase Order / Contract requirement. The supplier shall also submit the packing drawings as per technical specifications. In case item(s) offered require any interface details of other item (not in the scope of supplier & required for operating the equipment), the supplier has to submit interfaces schedule along with submission of engineering drawings / documents. It shall be responsibility of the supplier to get the details of the interfaced item from BHEL before manufacturing to avoid any mismatch at site.
9.	<b>FINAL DOCUMENTATION :</b> Final documentation as called in the Technical /contract specification is to be submitted within 3 months from the date of first delivery of respective equipment, item/material. After submission of Final Documentation, BHEL Engineering Management (TBEM) will issue a Certificate of Completion of Final Documentation. Wherever Final Documentation is not applicable, BHEL Engineering Management (TBEM) will issue confirmation regarding the same, Vendor to submit the Certificate of Final Documentation /Confirmation regarding Non applicability of Final Documentation, as the case may be, to BHEL TBMM. In case of Non Submission of Certificate of Final Documentation /Confirmation regarding Non applicability of Final Documentation, BG will be liable for encashment.
10.	<b>INSPECTION :</b> BHEL / customer / third party shall inspect equipment / material before despatch. Stage inspection during manufacturing may also be carried out. Material to be despatched only after getting Material Despatch Clearance Certificate (MDCC) / MICC issued by BHEL.

<b>Sr. No.</b>	
	<p>Supplier shall send inspection call on prescribed format / web site only, with an advance notice of 15 days.</p> <p>Supplier to ensure submission of all routine / acceptance test reports, inspection reports and all other documents related to inspection, immediately to BHEL.</p> <p>BHEL representative is authorised to carry out audits along with Third Party Inspection Agency at vendor's / supplier's works before clearing the items for despatch.</p>
<b>11.</b>	<p><b>DESPATCH DOCUMENTS :</b> Despatch documents to be immediately sent to BHEL on despatch are as follows :-</p> <ul style="list-style-type: none"> <li>• Copy of Invoice</li> <li>• Copy of LR / GR in case of Indian suppliers or BL / AWB in case of foreign suppliers</li> <li>• Copy of Packing List (Case-wise)</li> <li>• Copy of Transit Insurance Certificate from underwriters</li> <li>• Copy of Guarantee Certificate</li> </ul>
<b>12. DE</b>	<p><b>LIVERY PERIOD :</b> Delivery / Completion requirement shall be mentioned in the NIT. Bidder to specify best delivery / completion period possible in weeks from the date of LOI / PO as per activity schedule for consideration by BHEL. Time required for type test, if applicable, is to be separately indicated. Note :  LR / GR date or invoice date (whichever is later) for indigenous supplies and BL / AWB date for FOB / CIF (if applicable) contracts shall be considered as delivery date.</p>
<b>13.</b>	<p><b>LIQUIDATED DAMAGES FOR DELAYED DELIVERY:</b></p> <p>In case of delay in execution of Purchase Order beyond the contractual delivery time, an amount of 0.5% of the total Purchase Order value for supply (excluding taxes and duties as applicable) per week of delay or part thereof subject to a maximum of 10% of the total Purchase Order value for supply (excluding taxes and duties as applicable) shall be deducted as Liquidated Damages (LD).</p> <p>However, in case of staggered (lot-wise) contractual delivery schedule, an amount of 0.5% of the total Purchase Order value for supply (excluding taxes and duties as applicable) per week of delay or part thereof subject to a maximum of 10% of the total Purchase Order value for supply (excluding taxes and duties as applicable) shall be deducted as Liquidated Damages (LD).</p> <p>Note :</p> <p>i) In case of any amendment / revision in P.O./WO, the LD shall be linked to the amended / revised Purchase Order / Contract value and delivery / completion time / schedule, if applicable.</p> <p>ii) LR / GR date or invoice date (whichever is later) for indigenous supplies and BL / AWB date for FOB / CIF (if applicable) for imported supplies shall be treated as the date of dispatch for levying LD as above.</p> <p>iii) However, for indigenous supply, if time period between date of receipt of material at site / destination by Site Official &amp; the date of LR / GR or invoice (whichever is later) is more than 30 days, where distance from place of despatch as per LR / GR is upto 1000 Kms or if time period between date of receipt of material at site / destination by Site Official &amp; the date of LR / GR or invoice (whichever is later) is more than 45 days, where distance from place of despatch as per LR / GR is</p>

<b>Sr. No.</b>	
	<p>more than 1000 Kms, such excess period shall also be considered for LD purpose.</p> <p>iv) If, as per supplier, delay is not attributable to the supplier, delay analysis with documentary evidence may be submitted by the supplier at the earliest but not later than six months from the end of the financial year in which the payment is withheld. Based on the above details / documents submitted by the supplier, BHEL shall take final decision and if considered appropriate by BHEL, withheld amount (full or part as the case may be) shall be released, otherwise, full or balance withheld amount shall be treated as deduction of Liquidated Damages (LD) towards delayed delivery.</p>
<b>14.</b>	<p><b>VALIDITY OF OFFER :</b> The offer shall be valid for 180 days from the due date of opening of tender (i.e. techno-commercial bid unless otherwise specified in the NIT). Prices of Spares, wherever they optional items, shall be valid till two years from the date of placement of PO.</p>
<b>15.</b>	<p><b>ACCEPTANCE / REJECTION OF TENDER :</b> BHEL reserve the right to reject in full or part, any or all tender without assigning any reason thereof. BHEL also reserve right to vary the quantities as mentioned in the NIT. Acceptance of offer is subject to vendor approval by customer before opening of price bid.</p> <p>BHEL shall not be bound by any power of attorney granted by tenderer or by changes in composition of the firm made subsequent to award of order / contract. BHEL may however recognize such power of attorney and changes after obtaining proper legal advice, cost of which will be chargeable to the seller / contractor concerned. If the tenderer deliberately gives wrong information, BHEL reserves the right to reject such an offer at any stage or cancel the order / contract, if awarded, and forfeit the security deposit and bank guarantee.</p>
<b>16. DE</b>	<p><b>VIATION :</b> The bids having deviation(s) w.r.t. tender are liable for rejection. However, BHEL, at its discretion, may load the prices for evaluation of offer with prior intimation to bidder.</p>
<b>17.</b>	<p><b>TENDER EVALUATION :</b> Comparative statement shall be prepared and evaluated on total cost basis at destination/site (as per terms of NIT) considering overall quantity indicated in NIT unless contrary to same is specifically mentioned in the tender enquiry / NIT. Total cost for this purpose shall include cost of scope of work as mentioned in NIT along with applicable taxes &amp; duties, and other services etc. (if applicable). GST input credit available to BHEL shall be reduced from prices while determining L1 status.</p> <p>In case all bidders are foreign &amp; Port of Import (destination port) is same for all the bidders, evaluation of offers shall be done on CIF (Port of Import) basis. Otherwise, evaluation of offers shall be done on the basis of delivered cost at site /destination to BHEL. Further, in case of foreign bidders, marine freight &amp; insurance are to be quoted separately &amp; the purchase order may be placed on FOB basis with an option for delivery on CIF / CFR basis, if required, later.</p> <p>In case of foreign bidders, Exchange Rate (TT selling rate of State Bank of India) as on date of tender opening (Part-I Bid in case of two part bid) shall be considered. If the relevant day happens to be a bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken for tender evaluation.</p>
<b>18.</b>	<p><b>LOADING CRITERIA :</b> List of permissible deviations &amp; loading criteria thereof are as follows :-</p> <p>a) Payment Terms Base rate of SBI (as applicable on the date of bid opening / techno-commercial</p>

<b>Sr. No.</b>	
	<p>bid opening in case of two part bids) + 6% shall be considered for loading for the period of relaxation sought by bidder(s) against terms of payment in the NIT.</p> <p>b) Liquidated Damages (LD) for Delayed Delivery Loading on LD clause shall be to the extent to which it is not agreed to by the bidder (at offered value).</p> <p>c) In case of foreign bidders, if the quoted prices is on CIF basis only, it shall be loaded to arrive at total FOR (Site / Destination) price, as applicable, by factors as follows :-</p> <p>i) Port handling / clearing charges: @ 1% of CIF value to arrive at Customs Assessable Value.</p> <p>ii) Custom Duty (including CVD &amp; SAD) as per NIT prevailing on date of price bid opening.</p> <p>iii) Inland Freight &amp; Transit Insurance: @ 5% of CIF value where distance between site / destination and Port of Discharge is upto 1000 Kms or @ 7% of CIF value where distance between site / destination and Port of Discharge is more than 1000 Kms.</p> <p>Note : Additional deviations (if considered acceptable by BHEL) &amp; the loading criteria shall be communicated to all the qualified bidders before price bid opening.</p>
<b>19. A</b>	<p><b>ARBITRATION :</b></p> <p>In the event of any dispute emanating from and relating to this contract, the matter shall be referred to the sole arbitration of the person appointed by the competent authority of BHEL. Subject to aforesaid, the provisions of "The Arbitration and Conciliation Act, 1996" and the rules made thereunder as amended from time to time in India shall apply to the arbitration proceedings. The venue of arbitration shall be in New Delhi.</p> <p>Further there shall be no claim for any pre-reference or pendente-lite interest on the claims and any claim for such interest made shall be void.</p> <p>However, in case of contract with Public Sector Enterprise / Undertaking (PSE/PSU) or Govt. Dept., the extant guidelines of Govt. of India shall be followed.</p>
<b>20.</b>	<p><b>LEGAL SETTLEMENT :</b></p> <p>Indian Courts at New Delhi / Delhi shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of the contract(s) to which these conditions are applicable. Contract, including all matters connected with contract, shall be governed by the Indian Law, both substantive and procedural, for the time being in force including modification thereto.</p>
<b>21. SJ</b>	<p><b>B-CONTRACTING :</b></p> <p>In case further subcontracting of BHEL Purchase Order / Contract or part thereof is envisaged by supplier, the same can be done after written permission is obtained from BHEL. However it shall not absolve the Supplier / Contractor of the responsibility of fulfilling BHEL Purchase Order / Contract requirements. In case of subcontracting of Purchase Order / Contract awarded by BHEL or part thereof without such permission, BHEL reserve the right to cancel the Purchase Order / Contract and source such material / component / equipment / system from any other agency at the risk and cost of the Supplier / Contractor.</p> <p>If Supplier / Contractor is an individual or proprietary concern and the individual or the proprietor dies or the partnership is dissolved or substantially affected, then unless BHEL is satisfied that legal representative of individual Supplier / Contractor or proprietor of proprietary concern and surviving partners of partnership firm are capable of carrying out and completing the Purchase Order / Contract, BHEL shall be entitled to cancel the Purchase Order / Contract as to its incomplete portion and</p>

<b>Sr. No.</b>	
	<p>without being in any way liable to payment of any compensation to legal representative of Supplier / Contractor and / or to surviving partners of Supplier's / Contractor's firm on account of cancellation of the Purchase Order / Contract.</p> <p>Decision of BHEL that legal representatives of deceased Supplier / Contractor or surviving partners of the Supplier's / Contractor's firm cannot carry out and complete the Purchase Order / Contract shall be final and binding on the parties hereto.</p> <p>Terms and Conditions shall not get affected in case of de-merger / amalgamation / taking-over / re-constitution etc.</p>
<b>22.</b>	<p><b>RISK PURCHASE :</b></p> <p>In case the Supplier / Contractor fails to supply or fails to comply with terms &amp; conditions of the Purchase Order / Contract or delivers equipment / material not of the contracted quality or fails to adhere to the contract specifications or fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery / completion period to justify that supplies shall be inordinately delayed beyond contractual delivery / completion period, BHEL reserve the right to cancel the Purchase Order / Contract either in whole or in part thereof without compensation to Supplier / Contractor and if BHEL so desires, may procure such equipment / material / items not delivered or others of similar description where equipment / material / items exactly complying with particulars are not readily procurable in the opinion of BHEL which is final and in such manner as deemed appropriate, at the risk and cost of the Supplier / Contractor and the Supplier / Contractor shall be liable to BHEL for any excess cost to BHEL. However, the Supplier / Contractor shall continue execution of the Purchase Order / Contract to the extent not cancelled under the provisions of this clause.</p> <p>Recovery amount on account of purchases made by BHEL at the risk and cost of Supplier / Contractor shall be the difference of total value of new Purchase Order (PO) value and total value of old Purchase Order for applicable items, where the total value of new PO is more than total value of old PO for applicable items, plus additional 15% of the total ex-works value of new PO as overheads.</p> <p>The Supplier / Contractor shall on no account be entitled to any gain on such risk &amp; cost purchase. In case the purchase order (PO) value of the new PO is less than the PO value of the old PO, 15% of the total ex-works value of the new PO shall be recovered as overheads and the difference between the PO value of the old PO and the new PO shall not be considered for calculation of the recovery amount.</p>
<b>23.</b>	<p><b>ADJUSTMENT OF RECOVERY :</b></p> <p>Any amount payable by the Supplier / Contractor under any of the condition of this contract shall be liable to be adjusted against any amount payable to the Supplier / Contractor under any other Purchase Order / Contract awarded to him by any BHEL unit. This is without prejudice to any other action, as may be deemed fit, by BHEL.</p>
<b>24.</b>	<p><b>FORCE MAJEURE CONDITION :</b></p> <p>If by reason of war, civil commotion, act of god, Government restrictions, strike, lockout which are not in control of Supplier / Contractor the deliveries / services are delayed, Supplier / Contractor shall not be held responsible.</p> <p>If at any time during the continuance of the Purchase Order / Contract, the performance in whole or in part by either party of any obligations under the Purchase Order / Contract is prevented or delayed by reason of any war hostilities, acts of the public enemy, restrictions by Govt. of India, civil commotion, sabotage, fires, floods, explosion, epidemics, quarantine restrictions, strike, lock-outs or acts of God (hereinafter referred to as "event"), which are not in control of Supplier / Contractor or BHEL, then provided notice of the happening of such event is given by either party to the other within fifteen (15) days from the date of occurrence thereof, neither</p>

Sr. No.	
	<p>party shall by reason of such event be entitled to terminate the Purchase Order / Contract nor shall have any claim for damages against each other in respect of such non-performance and delay in performance. Performance under the Purchase Order / Contract shall be resumed immediately after such event has come to an end or ceased to exist and decision of BHEL as to whether the deliveries have to be resumed or not shall be final, conclusive and binding on the parties hereto.</p> <p>In the event of the parties hereto not able to agree that a force majeure event has occurred, the parties shall submit the disputes for resolution pursuant to the provisions hereunder, provided that the burden of proof as to whether a force majeure event has occurred shall be upon the party claiming such an event.</p> <p>Notwithstanding above provisions, BHEL shall reserve the right to cancel the Purchase Order / Contract, wholly or partly, in order to meet the overall project schedule and make alternative arrangements for completion of delivery and other schedules.</p>
25.	<p><b>MANUFACTURING QUALITY PLAN (MQP) :</b> Supplier to submit approved MQP in line with requirement of BHEL/customer.</p>
26.	<p><b>SUPPLIER PERFORMANCE MONITORING AND RATING SYSTEM :</b> BHEL reserve the right for evaluation of Supplier Performance Rating as per Supplier Performance Monitoring and Rating System of BHEL for necessary action. Details are available at BHEL Website <a href="http://www.bhel.com">www.bhel.com</a> for reference.</p>
27.	<p><b>DEALING WITH BANNED SUPPLIERS / CONTRACTORS IN BHEL :</b> Offers of the bidders, who are on the banned list, as also the offers of the bidders who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website <a href="http://www.bhel.com">www.bhel.com</a> for reference.</p>
28.	<p><b>ORDER OF PRECEDENCE :</b> The order of precedence shall be as follows :- a) Special Terms &amp; Conditions (STC) for Tender Enquiry / Contract, if any b) General Terms &amp; Conditions (GTC) for Tender Enquiry / Contract &amp; Additional General Terms &amp; Conditions (GTC) for Tender Enquiry / Contract for Erection Testing &amp; Commissioning (ETC) at Site, if applicable Provisions in (a) above shall prevail over (b). In case of conflict, between Technical Specifications and STC / GTC, bidder to seek necessary clarifications from BHEL concerned official as specified in NIT.</p>
29. P	<p><b>PACKING :</b> Packing shall be in conformity with specifications and shall be such as to ensure prevention of damages, corrosion, deterioration, shortages, pilferage and loss in transit or storage. In case of shipment by sea or air, the packing shall be sea-worthy or air-worthy respectively and of international standards. Different types of spares i.e. start-up / commissioning spares and initial spares (mandatory spares and recommended O&amp;M spares) are to be packed separately. Packing List shall be submitted as per standard format along with advance set of documents for claiming payment which shall also indicate :- a) Case / Packing size (as applicable). b) Gross weight and net weight of each package. c) Detailed contents of the package with quantity of each item separately.</p> <p>Project, Item / Package Description, BHEL's PO No. with date &amp; Case / Packing Mark should also be clearly mentioned on the Case / Packing and Packing List for identification. Also, Packing List must be duly signed &amp; should include respective Invoice No. &amp; LR No.</p> <p>Note :</p> <p>Foreign suppliers to furnish details to arrange inland transportation by BHEL, if</p>

Sr. No.	
	<p>applicable, as follows :-</p> <ul style="list-style-type: none"> <li>i) No. of Packages</li> <li>ii) Size with Weight (Gross &amp; Net) of each Package</li> <li>iii) No. of Containers with type &amp; size required for inland transportation</li> <li>iv) Type of Cargo (Break Bulk / LCL / FCL)</li> <li>v) Customs Tariff No.</li> </ul>
30.	<p><b>COLOUR CODING :</b>  Aluminium stickers are required to be attached to large components but plastic sheet tags should be tied with small components, giving details like purchase order, description of the component, quantity etc.  Tags should be of the colour as follows :-</p> <ul style="list-style-type: none"> <li>a) Main equipment : Yellow or White tag</li> <li>b) Start-up / Commissioning spares : Blue tag</li> <li>c) Mandatory spares : Pink or Red tag</li> <li>d) Recommended / O&amp;M spares : Green tag</li> </ul>
31.	<p><b>MICRO, SMALL &amp; MEDIUM ENTERPRISES (MSME) :</b>  MSMED Act 2006 as amended from time to time &amp; extant regulations of Govt. of India for MSME will be applicable.  Micro &amp; Small Enterprises (MSE) can avail the intended benefits only if they submit along with the offer / bid, attested copies of either Acknowledgement of Entrepreneur Memorandum Part-II (EM-II certificate) having deemed validity (five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with attested copy of a CA certificate (As per BHEL format where deemed validity of EM-II certificate of five years have expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of opening (for Techno-commercial Bid : Part-I in case of two part bid). Non-submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or arrested (in original) by a Gazetted officer.  Copy of Udyog Aadhaar Memorandum with Acknowledgement of Ministry of Micro, Small &amp; Medium Enterprises should also be furnished.</p>
32.	<p><b>BUSINESS ETHICS / SUS PENSION OF BUSI NESS DEALINGS WITH SUPPLIERS / CONTRACTORS :</b>  If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution, indulges in malpractices cheating, bribery, fraud or other misconduct or formation of cartel so as to influence the bidding process or influences the price or fails to perform or is in default without any reasonable cause etc or performs any act considered objectionable as per extant guidelines, action may be taken against such bidders/supplier/contractor as per extant "Guidelines for Suspension of Business Dealings with Suppliers/Contractors". Abridged version of same is available at BHEL website (<a href="http://www.bhel.com">www.bhel.com</a>) on "Supplier Registration" Page.</p>
33. R	<p><b>EVERSE AUCTION :</b>  BHEL reserve the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder or price bid submitted by the bidder through e-procurement system. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.  In case BHEL decides to go for Reverse Auction, only those bidders who have given their unconditional acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit "online sealed bid" in the</p>

<b>Sr. No.</b>	
	<p>Reverse Auction. Non-submission of “online sealed bid” by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.</p> <p>General Terms and Conditions of RA are available at Annexure. Business Rules for RA shall be sent to the bidders before conducting RA.</p> <p>Abridged Version of “Common Guidelines for Conducting Reverse Auction” may also be seen at BHEL website (<a href="http://www.bhel.com">www.bhel.com</a>) on “Supplier Registration” Page &amp; “Tender Notifications” Page.</p>
<b>34.</b>	<p><b>INTEGRITY PACT :</b> Bidders shall have to enter into Integrity Pact with BHEL, duly signed with seal in original, if specified in NIT / RFQ failing which bidder’s offer shall be liable for rejection.</p>
<b>35.</b>	<p><b>TERMINATION OF CONTRACT :</b> BHEL shall have the right to cancel the Purchase Order / Contract without any financial implication to BHEL if vendor approval by end user / customer is withdrawn or in case of Suspension of Business Dealings with the Suppliers / Contractors by BHEL.</p> <p>BHEL shall have the right to cancel Purchase Order / Contract, wholly or in part, in case they are obliged to do so on account of any decline, diminution, curtailment or stoppage of their business and in that event, the Supplier’s / Contractor’ compensation claim shall be settled mutually.</p> <p>In case of cancellation of Purchase Order / Contract for main supply, all other associated Purchase Orders / Contracts like those for Mandatory Spares / Recommended Spares / Erection, Testing &amp; Commissioning (ETC) / Supervision of ETC, if any, would also get cancelled.</p>
<b>36.</b>	<p><b>SHELF LIFE</b> Supplier has to inform the list of the items / sub-items which have limited shelf life like consumables or those required for the first fill and shall indicate the corresponding shelf life period in the offer. Such items / sub-items shall be manufactured / despatched only after getting formal clearance from BHEL.</p>
<b>37.</b>	<p><b>LIMITATION OF LIABILITY :</b> Notwithstanding any other provisions, except in cases of wilful misconduct and / or criminal negligence / acts,</p> <p>a) Neither the Supplier / Contractor nor BHEL shall be liable to the other, whether in Purchase Order / Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the Supplier / Contractor to pay Liquidated Damages to the BHEL and</p> <p>b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor in respect of this contract, whether under the Contract, in tort or otherwise, shall not exceed total Contract Price, provided however that this limitation shall not apply to any obligation of the Vendor to indemnify BHEL with respect to Patent Infringement or Intellectual Property Rights.</p>
<b>38.</b>	<p><b>SHORTAGES / DAMAGES :</b></p> <p>a) Against Supply only or Supply where Supervision of Erection, Testing &amp; Commissioning (ETC) at Site or Supply where Testing &amp; Commissioning at Site is in scope of the supplier :</p> <p>Any shortages and / or damages in supplies shall be supplied / replenished free of cost by the supplier as early as possible but not later than 30 days from the</p>

Sr. No.	
	<p>date of intimation by BHEL to the supplier.</p> <p>b) Against Supply where Erection, Testing &amp; Commissioning (ETC) at Site is in scope of the supplier :</p> <p>Any shortages and / or damages in supplies and during handling / storage, erection, testing and commissioning at site shall be supplied / replenished free of cost by the Supplier / Contractor, as early as possible, to meet the contractual completion time / schedule.</p> <p>Note: There shall not be any extension in the contractual delivery time / schedule due to any shortages and / or damages in supplies.</p>
39.	<p><b>VARIATION OF CONTRACT VALUE / QUANTITY VARIATION :</b></p> <p>BHEL shall have the right to variation in quantities of items within <math>\pm 20\%</math> of the total Purchase Order / Contract value at the time of placement of PO or award of Contract on overall basis for all amendments together within two years from the date of original Purchase Order / Contract or completion of execution of the Purchase Order / Contract whichever is earlier but quantities of individual items may vary to any extent or may get deleted unless otherwise specified in the technical specifications. No compensation is payable due to variation in the quantities and the Supplier / Contractor shall be bound to accept the same the contracted prices / rates without any escalation. However, if the Purchase Order / Contract is on "Lumpsum" basis, no variation of Purchase Order / Contract value shall be admissible to the Supplier / Contractor within the scope of Purchase Order / Contract, as long as the inputs remain unchanged.</p>
40.	<p><b>STATUTORY VARIATION :</b></p> <p>GST rates prevailing at the time of dispatch of goods/ completion of services shall be payable by BHEL. All other taxes, duties, charges, royalty, cess, other levies shall be deemed to be included in the Ex Works Prices /Charges quoted by bidders and no variations shall be payable in respect thereof . No other variations such as on customs duty, exchange rate, minimum wages, prices of controlled commodities, any other input etc. shall be payable by the BHEL.</p> <p>Notwithstanding anything above, where the actual completion of the supply / services occurs beyond the period stipulated in the Purchase Order / Contract or any extension thereof, variations referred to above, will be limited to the rates prevailing on the dates of such agreed completion periods only. For variations after the agreed completion periods, the Supplier / Contractor alone shall bear the impact for the upward revisions and for downward revisions BHEL shall be given the benefit of reduction in applicable taxes /GST. This will be without prejudice to the levy of liquidated damages for delay in delivery / completion.</p> <p>If new tax is introduced by Central/ State Govt/ Municipality becomes directly applicable on items specified in Bill of Quantities/Purchase Order/Contract, full reimbursements shall be made provided it becomes applicable on items specified in Bill of Quantities.</p> <p>However, any additional tax implication due to delay in delivery, beyond the Contractual Delivery, attributable to supplier shall be borne by supplier.</p>
41.	<p><b>MODE OF PAYMENT :</b></p> <p>Payment shall be made directly to the Supplier / Contractor by BHEL through NEFT / RTGS.</p>
42. C	<p><b>CONFIDENTIALITY :</b></p> <p>Supplier / Contractor shall, at all times, undertake to maintain complete confidentiality of all data, information, software, drawings &amp; documents etc. belonging to BHEL and also of systems, procedures, reports, input documents, manuals, results and any other BHEL documents discussed and / or finalized during the course of execution of Purchase Order / Contract.</p>

<b>Sr. No.</b>	
<b>43. INDE MNIFICATION :</b>	The Supplier / Contractor shall indemnify and keep indemnified and hold harmless BHEL and its employees and officers from and against any and all claims, suits, actions or administrative proceedings, demands, losses, damages, costs and expenses and any other claim of whatsoever nature in respect of the death or injury of any person or loss of or damage to any property arising during the course and out of the execution of the Purchase Order / Contract.
<b>44. TITLE OF GOODS :</b>	<p>a) Ownership of the equipment / material procured in India, shall be transferred to BHEL upon loading on to the mode of transport to be used for transportation of the said equipment / material from the works to the site / destination and upon endorsement of the dispatch documents in favour of BHEL.</p> <p>b) Ownership of the equipment / material to be imported into the country where the site is located, if not procured in India, shall be transferred to BHEL upon loading on the mode of transport to be used for transportation of the equipment / material from the country of origin to that country / destination and upon endorsement of despatch document in favour of BHEL.</p> <p>c) Notwithstanding the transfer of ownership of the equipment / material, the responsibility for care and safe custody thereof together with the risk of loss or damage thereto for whatsoever reason shall remain with the Supplier.</p>
<b>45. COMPLIANCE OF STATUTORY REQUIREMENTS :</b>	<p>The vendor shall comply with all State and Central Laws / Acts, Statutory Rules, Regulations etc., as may be enacted by the Government during the tenure of the Purchase Order / Contract and having in force and applicable to the Purchase Order / Contract and nothing shall be done by the Supplier / Contractor in contravention of any Law / Act and / or Rules / Regulations, thereunder or any amendment thereof.</p> <p>The Supplier / Contractor shall pay all taxes, fees, licence charges / deposits, duties, tolls, royalty, commissions or other charges which may be levied on account of any of his operations connected with the Purchase Order / Contract. In case BHEL is constrained to make any of such payments, BHEL shall recover the same from the Supplier / Contractor either from moneys due to him or otherwise as deemed fit.</p>
<b>46. A CCEPTANCE OF ORDER :</b>	<p>Supplier should acknowledge and accept the Letter of Award / Purchase Order issued by BHEL within 7 days of the issue of Letter of Award / Purchase Order.</p> <p>In case of any discrepancy / typographical error in issue of Purchase Order / Contract, the agreed terms &amp; conditions, scope of work, rates / prices for placement of PO / award of contract shall be applicable and BHEL reserves the right to issue amendment(s) to PO / Contract for correction of discrepancies / typographical errors in the PO / Contract at a later date.</p>
<b>47. FRAUD PREVENTION POLICY :</b>	<p>The Bidder along with its associate / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <a href="http://www.bhel.com">http://www.bhel.com</a> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.</p>

Signature of Bidder (Authorized Signatory) with Date & Seal