

SPECIAL TERMS & CONDITIONS

SUPPLY & SERVICES OF 230 kV & 66kV GIS FOR CPCL's Nagapattinam Refinery Project

**BHEL NIT
Terms and conditions**

Project: Tender for Pre-Bid Tie-up with the GIS Manufacturer for Supply & Services w.r.t. 230kV & 66kV Gas Insulated Switchgear(GIS) for addressing tender invited by M/s TCE (Consultant) on behalf of M/s CPCL(Owner) for 220 kV & 66kV GIS Package for GRID POWER - 230 kV & 66 kV Distribution Network for 9 MMTPA CBR Project at Nagapattinam, Tamil Nadu. Tender No-12416A-EL-GIS-40101.

Tender due date: 18.07.2022 at 04:00 PM

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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 TCE (Consultant) on behalf of M/s CPCL(Owner) for 220 kV & 66kV GIS Package for GRID POWER - 230 kV & 66 kV Distribution Network for 9 MMTPA CBR Project at Nagapattinam, Tamil Nadu. Tender No-12416A-EL-GIS-40101.

For addressing the above tender, BHEL wish to have a tender specific pre bid tie-up with a 230kV & 66kV 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 TCE/CPCL.

An MOU (as per BHEL's format, enclosed) shall be signed with the pre-selected Bidder prior to submission of bid by BHEL to M/s TCE/CPCL for the entire package scope against the aforesaid tender. This MOU shall, inter-alia, bind both BHEL and the pre-selected Bidder for associating and maintaining strict confidentiality by the pre-selected Bidder of the prices, terms and conditions.

In case BHEL becomes successful Bidder and receives the LOA from M/s TCE/CPCL, 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.

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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. Dileep K Shukla, 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- 6748533
Fax: +91 (0) 0120 – 6748580.
E-mail: dkshukla@bhel.in
3. For any commercial clarification, kindly contact **Mr. Gaurav Agarwal, Manager (TBMM);**
BHEL, Transmission Business Group
10Th 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. 9650892224; E-mail: gaurav.agarwal@bhel.in
4. **Bidder to submit offer directly to TENDER BOX or email to tbbmtenderbox@bhel.in** for part-1 bid (i.e. techno-commercial bid) & **tbbmtender.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
10th FLOOR, C-20/1A/1, JOY TOWERS,
SECTOR-62, NOIDA-201309, UP, INDIA
5. **PROPOSED DELIVERY PLAN: Supply of GIS within 10 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),

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2017. Bidder to comply with the clause and submit the certification. Non-compliance/ Non-submission of certification will lead to rejection of Offer.

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, as attached with technical specification. **Documents required for PQR shall be as per Annexure-G.**
- Financial PQR as under;

Bidder should have a minimum average audited annual turnover / Sales Value of **INR 5000 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.

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11. IMPORTANT INSTRUCTION TO BIDDER – I;

- a. **PRE-BID MEETING:** Allowed.
- b. **SUBMISSION OF, INTEGRITY PACT AND 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):** Bidder 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:**

For Supply where Supervision of Erection, Testing & Commissioning (ETC) at Site is in the scope of the supplier or Supply where Testing & Commissioning (T&C) at Site is in scope of the supplier, minimum 10% of total ex-works value shall be quoted under supervision of ETC/T&C. In case bidder quotes less than 10%, then 10% of Total PO value excluding GST and F&I shall be allocated to the supervision of ETC/T&C scope. Service charges shall be back calculated to keep 10% of total cost to BHEL (without GST). This price adjustment shall be done from supply Ex works prices only on pro-rata basis for all supply line items.
- f. **REGARDING VENDOR ACCEPTANCE:**
 - ***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 TCE/CPCL).

PO/LOI shall be placed 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.** However, evaluation shall be done based on overall quantity as per NIT. 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.

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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 store is CPCL Nagapattinam Refinery, 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. MOU & its validity:

An MOU (as per BHEL's format, enclosed as Annexure-F) shall be signed with the pre-selected GIS manufacturer (techno-commercially Qualified, Lowest evaluated bidder) for the relevant scope prior to submission of the bid by BHEL to M/s TCE/CPCL for the entire package scope. This MOU shall, inter-alia, bind both BHEL and the pre-selected GIS manufacturer for associating and maintaining strict confidentiality by the pre-selected GIS manufacturer of the prices, terms and conditions.

This MOU shall be the binding on the bidder and is not to be changed thereafter and shall remain in force till the end of defect liability period.

The MOU / Agreement shall be converted into definite contract agreement between BHEL & GIS manufacturer (bidder) after award of job by CPCL and before signing of contract with CPCL which shall be done within one month from the date of award. This agreement must remain in force till the end of defect liability period.

Within 30 days of signing the MOU, 1% of the value of MOU shall be taken from the supplier as bid bond in the form of bank guarantee or security deposit etc, in order to ensure the supplier's continued commitment during the validity period of the MOU.

In the event of price reduction during negotiation by BHEL with the customer, the corresponding reduction will be passed on to the supplier.

The format of MOU is attached as Annexure-F.

13. 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 Performance guarantee period and defect liability 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.

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- f. Unloading of material at site is not in scope of bidder.
- g. Validity of offer: **6 months from the date of opening of techno-commercial bid submitted to TCE/CPCL by BHEL.**

14. DEFECT LIABILITY PERIOD AND LATENT DEFECTS:

The primary defect liability period for complete works /Units (s) shall be 12 months from the date of issuance of commissioning certificate or 8000 Hrs of run, whichever is earlier, provided that If the unit (s) cannot be commissioned for a cause solely attributable to the OWNER within 12 months from the mechanical completion, the primary defect liability shall be 18 months from the date of mechanical completion. The date of mechanical completion is June'2024 (tentative, actual date shall be communicated after receipt of LOA from CPCL).

Notwithstanding the expiry of the primary Defect Liability Period aforesaid, the GIS OEM shall be and remain liable:

- (i) To correct and/or rectify or replace, as the case may be, the defective works or materials with respect to which a greater defect liability period than as stated above has been specified in any of the Contract Documents, for the entirety of the period so specified; and
- (ii) To pass on to the OWNER the benefit(s) of any or all warranties or guarantees which may be available to the GIS OEM from its vendors in respect of materials or parts or components thereof which ensure(s) for a period in excess of the primary Defect Liability Period specified above.

Note:

1. The date of mechanical completion is June'2024 (tentative, actual date shall be communicated after receipt of LOA from CPCL).
2. Item like MANDATORY SPARES, MAINTENANCE EQUIPMENTS, TOOLS & TACKLES & CONSUMABLES ITEMS are not covered in defect liability, however bidder shall be bond to fulfill contractual liability.
3. The defect liability period for any works re-performed and/or systems, materials, components or other items supplied and incorporated therein pursuant to the obligations of the VENDOR shall be 12 (Twelve) months from the date of correction, repair, rectification, replacement and/or re-installation thereof, as the case may be thereunder shall apply thereto in respect of all defects discovered during a period of 12 (Twelve) months from the date of completion of the relative correction, repair, rectification, replacement and/or re-installation, as the case may be, in the same manner and to the same extent as apply in respect of the original works. For the purpose of clarification, it is stated that such extended defect liability period shall be applicable only to the particular work, system, material, component or other item corrected, repaired rectified, replaced, re-performed or re-installed, as the case may be (example: if the bearings of an equipment are replaced, the extended defect liability shall be applicable only with respect to the bearings, while the basic defect liability period shall be applicable to the relative equipment).

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15. PERFORMANCE GUARANTEE

The vendor shall guarantee efficient working of all the equipment for a period of 12 months from the date of successful commissioning or eighteen (18) months from the date of mechanical completion whichever is earlier.

Any defects found in the workmanship, materials, equipment used in design or from faulty erection of the equipment by the vendor, or otherwise defective performance shall be made good by the vendor at his own cost, to the entire satisfaction of the BHEL/Customer, within the time specified by BHEL/Customer.

If it becomes necessary for the vendor to replace or renew any defective portions of the equipment, the provisions of this clause shall apply to the portions of the equipment so replaced or renewed, until the expiry of 12 months from the date of such replacements or renewal. If any defect is not remedied within a reasonable time, BHEL may proceed to do the work at vendors risk and cost/expenses but without prejudice to any other rights which BHEL may have against the vendor in respect of such defects.

16. 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 1% 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.

LD will be calculated lot-wise and Manufacturing Clearance (MFC) date will be the last date of inputs for that particular lot:

Lot-1: items for which MFC is issued from 1-15 days of calendar month

Lot-2: items for which MFC is issued from 16-30/31 days of calendar month

Lot-3: items for which MFC is issued from 1-15 days of next calendar month,

Lot-4: items for which MFC is issued from 16-30/31 days of next calendar month and so on...

17. PERFORMANCE BG (Clause No 07 of GTC):

The VENDOR shall within 30 (Thirty) days from the date of issue of the Award of Contract, furnish Performance BG of an amount equivalent to 10% (Ten percent) of the PO Ex-works value. Such BG is to be held by the BHEL in lieu of cash as security for the due performance of the VENDOR'S obligation under the contract and due discharge of VENDOR's liabilities under and/or arising out of the Contract.

Validity of PERFORMANCE BG shall cover the defect liability period and Performance Guarantee Period or last date of supply with extra 3 month claim over and above, whichever is later.

In case delay in submission of Performance BG, enhanced Performance BG which would include interest (SBI rate + 6%) for delayed period.

18. 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

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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) is to be supplied, bidder shall supply the same without any cost and delivery implication to BHEL.

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

PRICES: A. 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.

20. 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:

85% of ex-works along with 100% value of GST & 100% F & I Charges payment within 90 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: 10% of ex-works value payment within 90 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

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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-18.B of STC.

- a) Invoice
- 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: 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 90 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 90 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).

21. **MODE OF PAYMENT:** As per clause no 41 of general terms and conditions, ie. Payment shall be made directly to the supplier/vendor by BHEL through NEFT/RTGS.

22. 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

23. 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.

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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/ vendor 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 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.)	acverma1@gmail.com
2.	Shri Virendra Bahadur Singh, IPS (Retd.)	vbsinghips@gmail.com

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

25. 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.

26. 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.

27. 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), GIS OEM 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).

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28. **ARBITRATION (Clause No. 19 of BHEL/TBG/GTC/2016 Rev.01):** This clause shall be read as per **Annexure-D**.
29. Risk and Cost: Applicable as per **Annexure-H**.
30. **HEALTH, SAFETY AND ENVIRONMENT (HSE) OF BHEL:** BHEL has their own Health, safety and environment. HSE policy is enclosed for bidder's reference.
31. **Prevention for cartel formation:** formal or informal with other Bidder(s). 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. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.
32. 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) **MoU Format (Annexure-F)**
- m) All required documents/ credentials meeting BHEL's Technical PQR shall be submitted by GIS OEM/bidder as per **Annexure-G**.
- n) Risk and Cost clause (**Annexure-H**)

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
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:.....

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

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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)**

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. Any delay in resubmissions w.r.t 7 days shall be reduced from Activity No.4 as above.
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

SI No.	Description	Bidder's confirmation
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 & 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><i>Evidence of valid registration by the Competent Authority is attached.</i></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 :	
Enquiry No. :	
Project :	
Type of project	Transmission / Thermal (Coal or Gas) / 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 :
Name of items/Package :

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

For & On behalf of the Bidder/

Contractor

(Office Seal)

(Office Seal)

Place-----

Date-----

Witness:_____

Witness:_____

(Name & Address) _____

(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:

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

Sl No	Particulars	Amount
		<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>	<p>As per entitlement of the equivalent officer (pay scale wise) in BHEL.</p>
	Others	<p>As per the extant entitlement of whole time Functional Directors in BHEL.</p>

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 Clam(s)/Counter Claim(s):

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

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

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

ANNEXURE-E

DETAILS OF PACKAGES

S. N.	<i>Discriptions</i>	<i>ESTIMATED QUANTITY</i>
<u>1</u>	NO OF PACKAGES/CASES	
<u>2</u>	SIZE (MAXIMUM & MINIMUM)	
<u>3</u>	WEIGHT	
<u>4</u>	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.

To be signed on Non-Judicial stamp paper of Rs 100.

MEMORANDUM OF UNDERSTANDING

**Pre Bid Tie-up with GIS Manufacturer for
220 kV & 66kV GIS equipment for CPCL's tender for GRID POWER - 230 kV & 66 kV
Distribution Network for 9 MMTPA CBR Project at Nagapattinam, Tamil Nadu.**

Tender No- 12416A-EL-GIS-40101

BETWEEN

BHARAT HEAVY ELECTRICALS LIMITED

AND

<< Name of GIS Sub Contractor >>

Date: _____

_____, a company registered in _____ and having its registered Office at _____ (hereinafter referred to as "_____" which expression shall, unless repugnant or contrary to the context, be deemed to include its successors and permitted assigns.

BHEL & _____ are herein after individually referred to as "Party " and collectively as "the Parties".

WHEREAS

1. M/s. **Tata Consulting Engineers Ltd. (M/s. TCE)** (here in after referred to as “Consultant”) on behalf of **M/s. Chennai Petroleum Corporation Limited (M/s. CPCL)** (here in after referred to as “Owner” or “Customer”) has issued tender document vide specification No.: - TCE. 12416A-EL-GIS-40101 dated 11.06.2022 for **GRID POWER - 230 kV & 66 kV Distribution Network for 9 MMTPA CBR Project at Nagapattinam, Tamil Nadu** (here in after referred to as the “Tender”).
2. As a part of the scope, tender document envisages scope related to 230kV & 66kV GIS Substation including outdoor equipment & 66kV GIS, common SAS, Grid Transformers (i.e. 230/69kV), control and relay panels, auxiliary power supply system including DC & UPS system, Cabling system, Lighting system, Earthing and Lightning protection system, HVAC system, EOT cranes and RCC buildings for locating 230kV and 66kV GIS, layout engineering for Fire Alarm System, Public Address & Telecommunication systems at Nagapattinam, Tamil Nadu in general (as defined broadly in tender specification) for Design Engineering, Detailed Engineering, Procurement, Inspection/Testing at factory, Supply, Transportation to work site, unloading and storage at site, Civil and Structural works, Fabrication, Installation at site, Site Testing, Commissioning for the 230kV GIS including outdoor equipment & 66kV GIS including obtaining all Statutory Approvals.
3. BHEL intend to participate in this tender as an EPC/LSTK contractor and invited bids from the qualified GIS manufacturers vide its **NIT Spec. No.....dated.....** with an intent to engage “**220kV & 66kV GIS manufacturer as subcontractor**” for submission of bid to customer.
4. M/s..... who are the established and reputed manufacturer of Gas Insulated Switchgear(GIS) up tohaving its manufacturing facilities at..... had submitted its bid Ref No..... dated..... to BHEL with an intent to associate as sub-contractor with BHEL for supply and services in respect of 220kV & 66kV GIS equipment for the aforesaid tender.
5. M/s is determined to be qualified, lowest evaluated Bidder having requisite capacity and capability to undertake Supply & services w.r.t. 220kV & 66kV GIS Equipment and has been pre-selected by BHEL to bid for the aforesaid tender.
6. M/s..... authorize M/s. Bharat Heavy Electricals Limited to offer its 220kV & 66kV GIS equipment against the tender invited by M/s TCE/CPCL for **GRID POWER - 230 kV & 66 kV Distribution Network for 9 MMTPA CBR Project at Nagapattinam, Tamil Nadu.**

7. This Memorandum of Understanding is accordingly being executed between the parties prior to submission of bid by BHEL as LSTK/EPC contractor to customer.
8. The Parties have decided to enter into this MoU which sets forth their respective rights and obligations with respect to the Project and each other and mutually agreed upon the following.

9. SCOPE OF WORK

- i. The broad Scope of Work to be performed by M/s. _____ shall include 220kV & 66kV GIS equipment related scope including Design, Engineering, procurement, manufacturing, supply, supervision of Erection/Installation, Testing, Commissioning/ Commissioning assistance as applicable and any other associated activities/scopes as outlined in the technical specification. However, in case of any further scope of Supply & services required for overall completion of the above package shall be as per the details finalized on the basis of resulting contracts with M/s TCE/CPCL.
- ii. All other work except which have specifically been agreed upon by Ms..... will be executed by M/s BHEL as LSTK/EPC contractor including
 - a. Overall Engineering & Project management
 - b. Planning, monitoring, scheduling and reporting
 - c. Procurement and Supply of balance Equipment including in-house manufactured items.
 - d. Participation in Progress review meeting
 - e. Erection, Testing & Commissioning including Civil Works.

However, Ms.....(GIS manufacturer) would support BHEL and will provide requisite assistance, inputs for the above as and when required by BHEL.

- iii. Each Party shall be responsible for and shall co-operate with each other in obtaining and maintaining respective permits, licenses and other authorizations required for the performance of its Scope of Work, except those which are required to be obtained by M/s TCE/CPCL
- iv. It will be the sole responsibility of M/s. _____ to submit the requisite details in the prescribed format duly signed and authorized as per requirement of tender document so as to meet the qualifying requirement as an acceptable **GIS manufacturer**.

10. Right of Termination of MOU:

BHEL reserves the right to cancel/terminate the MOU at any stage before submission of the Bid to M/s TCE/CPCL or after bidding, in case BHEL does not receive the order from M/s TCE/CPCL or bid is declared as non-responsive/find any irregularity(ies) in the bid submitted to M/s M/s TCE/CPCL

11. TERMS OF AGREEMENT

- i. The present Memorandum of Understanding shall remain in force until superseded by a detailed agreement to be signed subsequent to finalization of the order by M/s TCE/CPCL.
- ii. All terms and conditions of BHEL's NIT as agreed, minutes of meetings between BHEL, and _____ shall also form part of the resulting contracts between BHEL and _____ subsequent to finalization of tender by M/s TCE/CPCL

iii. Both parties hereby confirm their consent to an approval of the above terms and conditions evidenced by its signatures on its Memorandum.

iv. This MOU shall be converted into a definite agreement between BHEL & M/s. _____ (220KV & 66kV GIS manufacturer) after award of job by M/s CPCL and before signing of contract with M/s CPCL which shall be done within 30 days from the date of award by M/s CPCL. This agreement shall remain in force till the end of defect liability period.

12. Responsibilities of BHEL

- i. BHEL shall submit its competitive bid as LSTK/EPC contractor against the tender issued by M/s TCE/CPCL in association with the M/s(220kV & 66kV GIS Manufacturer as sub-contractor).
- ii. In case BHEL is awarded LOA by the customer for the aforesaid Project, BHEL will enter into a definite Agreement with M/s(220kV & 66kV GIS Manufacturer as sub-contractor) for 220 kV & 66kV GIS related scope as outlined in this MOU.

13. Responsibilities of M/s(220kV & 66kV GIS Manufacturer as sub-contractor)

- i. M/s undertakes to support and associate with BHEL as Sub-contractor in its bid preparation for the scope of work related to 220kV & 66kV GIS equipment.
- ii. In the event, BHEL is not awarded the LOA by the Customer(M/s CPCL), M/s..... shall not have any claim whatsoever on M/s BHEL and the MOU shall stand terminated.

14. Exchange of Information & Completeness

Each Party shall exchange with the other Party in a timely manner all necessary information required by the other Party, so as to give full and timely effect to the provisions of the MOU.

15. Amendments

This MOU shall be amended only with the mutual agreement of both the Parties which shall be in writing and signed by the duly authorized representatives of both the Parties.

16. The failure of any Party to enforce at any time any of the provisions of this MOU shall in no way be construed to be a waiver of such provision, nor in any way affect the validity of this MOU or any part hereof.

17. This MOU is being entered into on the understanding that each Party shall carry its own risks and costs and therefore, neither Party shall have any claims on the other Party for any reason whatsoever under this MOU.

18. GOVERNING LAW

This MOU (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this MOU or its formation) shall be governed by and construed in accordance with the Laws of India.

19. DISPUTE RESOLUTION

In the event of dispute or differences, if not settled amicably, shall be referred to the arbitration under the provisions of Arbitration and Conciliation Act, 1996 along with its modification/amendments by a sole arbitrator to be appointed by BHEL with mutual consent of the other party, whose decision shall be binding on the parties hereto. The arbitration shall be governed by the provisions of Arbitration and Conciliation Act. 1996 and amendment made thereunder for time being in force. The language of arbitration shall be English. The seat of arbitration shall be at New Delhi and the courts at New Delhi alone shall have exclusive jurisdiction to try and entertain any proceedings arising out of or in connection with this Agreement.

20. NO RELATIONSHIP CREATED

Nothing in this MOU shall be construed as establishing or implying any legal entity, partnership, agency or joint venture relationship between the Parties, or authorize a Party to commit or bind the other Party in any way whatsoever without obtaining the other Party's prior written consent as the parties hereto have executed this agreement on principal to principal basis.

21. Any correspondence/notice to be given hereunder by any Party to the other Party shall be sent by Registered Letter / Speed Post / Facsimile / Courier at the address mentioned below:

M/s. Bharat Heavy Electricals Limited,
Joy Towers, 10th Floor, Plot No. C-20/1A/1,
Sector-62, Noida-201309, U.P

Kind Attention: _____

E-mail id: _____@bhel.in

Mob. No: _____

M/s. _____,

Address : _____

Kind Attention: _____

E-mail id: _____

Mob. No: _____

22. All expenses towards formulation and implementation of this MOU and other activities related to the MOU and during execution of this MOU shall be borne by the respective Parties as applicable.

23. If any terms / clauses of this MOU are determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or clause of this MOU.

24. In witness whereof BHEL and M/s. _____ through their authorized representatives have executed these present on the DAY, month and year first mentioned above.

For _____		For Bharat Heavy Electricals Limited
Signature: ----- Name: Designation:	Signature: ----- Name: Designation:	Signature: ----- Name: _____ Designation: _____
Address: _____ _____		Address: Joy Towers, 10th Floor, Plot No. C-20/1A/1, Sector-62, Noida-201309, U.P
Witnesses: 1. _____ _____ 2. _____ _____	Signature _____	Witnesses: Signature 1. _____ 2. _____

CPCL- Annexure: Technical Pre- Qualifying Requirements

230kV & 66kV Gas Insulated Switchgear with its accessories

Pre Bid Tie up for Design, Engineering, Supply, Supervision of Erection, Testing & Commissioning of 230kV & 66kV GIS for Cauvery Basin Refinery (CBR), Chennai Petroleum Corporation Ltd. (CPCL) at Nagapattinam, Tamil Nadu

Tender Enquiry No. SPEC. NO. TCE.12416A-ELGIS-40101

The Bidder shall meet following technical qualification criteria/ requirements:

The Bidder shall be the manufacturer of Gas Insulated Sub-station (GIS) of rating minimum 230kV voltage class, and should have executed and completed the Contract, on Single Point Responsibility/ Reasonability involving Detailed Engineering, Procurement, Supply, Fabrication, Erection, Testing & Commissioning or Supervised Erection, Testing & Commissioning, which should have completed operation for at least one (1) year after commissioning within the last twelve (12) years ending on last day of the month immediately previous to the month in which bid due date falls (in case of extended bid due date, original bid due date shall be considered).

Note:

1. For qualifying against the Technical experience criteria, Bidder (Parent Company), shall be allowed to use the credential of its Subsidiary Company (either fully owned or where the parent company has a controlling interest of over 50% of the equity shares and over 50% of voting rights of the given subsidiary company and controls the composition of Board of Directors of the Subsidiary company). However, it would be necessary for a bidder to show that it has the relevant experience either on its own or in the name of such subsidiary.
2. Bidder shall ensure submission of complete authentic information/ documentation along with the Bid.
3. Bidder shall also render assistance in facilitating visit to the GIS unit, if so, considered necessary by Owner/ Consultant. Cost of visit shall not be to the bidder's account.
4. If the bidder cites any reference of a job executed for CPCL or executed for some client through Consultant and the bidder is not able to furnish documentary evidence, the internal records of CPCL/ TCE, as the case may be, shall be considered.

5. Documentation

The bidder shall furnish documentary proof of fulfilling the Bidder's Qualification Criterion/ Requirements, and shall submit the documents as per following details,

- a) Copy of work orders(s)/ contract agreements(s)/ relevant pages of contract documents(s) mentioning the scope of work for the reference units(s) submitted for qualification, the first page and the signature page, Completion certificate(s) issued by owner/ Consultant indicating certificate(s) of commissioning of referred plants from Owner/ Consultant, fulfilling the qualification requirements.
- b) Certificate(s)/ Communication of Unit/ Plant from Owner(s)/ Owner's Consultant/ User/ LSTK Contractor having completed one (1) year of operation after commissioning for the reference unit(s) submitted for qualification. However, for operation for at least one (1) year after commissioning, any one of the following Document is required to be submitted by the bidder along with the Bid,
 - Certificate for Operation for one (1) year from Client; OR
 - For any job carried out for CPCL, in support of successful operation of one year, bidder need not submit any additional certificate. However, the qualification of the reference job order submitted by the bidder for the tender will be checked internally by CPCL based on the information submitted with the bid.

[Signature]
06/07/22

[Signature]
06/07/22

[Signature]
7-7-22

Annexure-H

RISK PURCHASE

- 1.1. In case the Supplier / Contractor fails to supply or fails to comply with terms & 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.
- 1.2. Risk & Cost Clause, in line with Conditions of Contract may be invoked in any of the following cases:
- i) Contractor/ supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/ supplier including unexecuted portion of work/ supply does not appear to be executable within balance available period considering its performance of execution.
 - ii) Withdrawal from or abandonment of the work by contractor/supplier before completion as per contract.
 - iii) Non completion of work/ Non-supply by the Contractor/ supplier within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor/ supplier.
 - iv) Termination of Contract on account of any other reason(s) attributable to Contractor/ Supplier.
 - v) Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
 - vi) Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier.
- 1.3. **Risk and Cost amount against Balance Work:**
In case Risk & Cost is invoked, the amount of Risk & Cost against balance work shall be calculated as under:

$$\text{Risk \& Cost Amount} = [(A-B) + (A \times H/100)]$$

Where,

A= Value of Balance scope of Work/ Supply (*) as per rates of new contract

B= Value of Balance scope of Works/ Supply (*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor to be taken as 5 (five)

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

***(Balance scope of work/ supply)**

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work / Supply for calculating risk & cost amount.

Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.

Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities.

Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions.

However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose.

NOTE: In case portion of work is being withdrawn, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work/supply' for calculating Risk & Cost amount.

1.4. LD against delay in executed work/supply in case of Termination of Contract

LD against delay in executed Work /Supply shall be calculated in line with LD clause of the contract for the delay attributable to contractor/ supplier. For this purpose, contract value shall be taken as Executed Value of work/supply for the purpose of limiting maximum LD value.

Method for calculation of “LD against delay in executed Work/ supply” is given below:

- i) Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor/ supplier= T1
- ii) Let the value of executed work/ supply till the time of termination of contract= X
- iii) Let the Total Executable Value of work/ supply for which inputs/fronts were made available to contractor/ supplier and were planned for execution till termination of contract = Y
- iv) Delay in executed work/ supply attributable to contractor/supplier i.e. $T2 = (1 - \frac{X}{Y}) \times T1$
- v) LD shall be calculated in line with LD clause of the Contract for the delay attributable to contractor/ supplier taking “X” as Contract Value and “T2” as delay attributable to contractor/ supplier.

Note: In case portion of service/ supply is withdrawn, no LD shall be applicable for portion of service/ supply withdrawn.

1.5. Recovery from Supplier

Recoveries from contractor/ supplier on whom risk & cost has been invoked shall be as per Clause No. 23 of GTC.

**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 (NOT 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.

Sr. No.	
1.	<p>INSTRUCTION TO BIDDERS :</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 14-00 Hrs. 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, 5th 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 ONLY as per instructions given in the e-procurement portal (https://bhel.abcprocure.com/EPROC/).</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) Techno-commercial Bid (Part-I) – To be submitted in 2 sets (original + copy). A copy of Price Bid (Part-II) clearly mentioning all the necessary information as per format without prices “Un-Priced Bid” is also to be enclosed in Part-I Bid.</p> <p style="padding-left: 40px;">b) Price Bid (Part-II) – 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>

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	<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>

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	<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) & (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 & 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.	<p>PRICES :</p> <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 & forwarding charges.</p>

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	<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 & Commissioning (ETC) at Site: To be quoted separately if specified in NIT/Price Schedule.</p> <p>f) Charges for Testing & Commissioning at Site: To be quoted separately if specified in NIT/Price Schedule.</p> <p>g) Charges for Erection, Testing & 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 GST rates 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 & Commissioning (ETC) at Site or Testing & Commissioning at Site or Erection, Testing & 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 & 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 & Duties, charges. Levies, royalty etc. if any, excluding GST.</p>
3.	<p>TERMS OF PAYMENT :</p> <p>3.1 For Supply only in scope of the supplier</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"> • 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

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	<p>Management wherever specifically mentioned in the Purchase Order.</p> <p>3.2 For Supply where Supervision of Erection, Testing & Commissioning (ETC) at Site is in scope of the supplier or Supply where Testing & Commissioning at Site is in scope of the supplier</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"> . 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. <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"> . Certificate of successful completion of Supervision of Erection, Testing & Commissioning at Site if it is in the scope of the supplier or Certificate of successful completion of Testing & Commissioning at Site if it is in the scope of the supplier. . Certificate of completion of final documentation as per Purchase Order / Technical Specification issued by BHEL Engineering Management <p>3.3 For Supply where Erection, Testing & Commissioning (ETC) at Site is in scope of the supplier</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"> . 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 <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"> . Certificate of successful completion of Erection, Testing & Commissioning at Site issued by BHEL Site Official / Construction Management . Certificate of completion of final documentation as per Purchase Order / Technical Specification issued by BHEL Engineering Management <p>3.4 For Type Test Charges</p>

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	<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&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 & 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 & Commissioning at Site issued by BHEL Site Official / Construction Management in 3 sets (Original + 2 copies).</p> <p>3.6 For Charges for Testing & 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 & 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"> i) Supplier has to submit invoice(s) as per PO or approved billing break-up of prices (if applicable as per NIT). ii) In case of supplies for overseas project, Material Receipt Certificate issued by BHEL Authorized Representative shall also be acceptable. 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. iv) Supplier has to ensure commencement of transit insurance from the date not later than LR / GR date. 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 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 & registered as Micro & Small Enterprises based on documents mentioned in the NIT for MSME.

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	<p>vii) Supplier has to submit PBG (as per BHEL format) & 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>
4.	<p>INTEREST LIABILITY :</p> <p>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>
5.	<p>GUARANTEE :</p> <p>The equipment / material supplied and services rendered (if applicable) shall be guaranteed to be free from all defects and faults in design & engineering, material, workmanship & manufacture and in full conformity with the Purchase Order / Contract, Technical Specifications & 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 & 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 & 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>

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	<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 & 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>
6.	<p>LATENT DEFECT : 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>
7.	<p>PERFORMANCE BANK GUARANTEE (PBG) : 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>

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	<p>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.</p> <p>iii) Unless otherwise specified in the NIT, deviation taken for non-submission of PBG / Deposit, as applicable, shall not be accepted.</p> <p>iv) Supplier has to confirm one of the applicable options for submission of PBG / Deposit before placement of PO.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>
8.	<p>SUBMISSION OF DRAWINGS / DOCUMENTS FOR APPROVAL :</p> <p>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.</p> <p>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.</p>
9.	<p>FINAL DOCUMENTATION :</p> <p>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.</p>
10.	<p>INSPECTION :</p> <p>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.</p>

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	<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>
11.	<p>DESPATCH DOCUMENTS :</p> <p>Despatch documents to be immediately sent to BHEL on despatch are as follows :-</p> <ul style="list-style-type: none"> • Copy of Invoice • Copy of LR / GR in case of Indian suppliers or BL / AWB in case of foreign suppliers • Copy of Packing List (Case-wise) • Copy of Transit Insurance Certificate from underwriters • Copy of Guarantee Certificate
12.	<p>DELIVERY PERIOD :</p> <p>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.</p> <p>Note :</p> <p>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>
13.	<p>LIQUIDATED DAMAGES FOR DELAYED DELIVERY:</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> <ol style="list-style-type: none"> 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. 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. iii) However, for indigenous supply, if time period between date of receipt of material at site / destination by Site Official & 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 & 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

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	<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>
14.	<p>VALIDITY OF OFFER : 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>
15.	<p>ACCEPTANCE / REJECTION OF TENDER : 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>
16.	<p>DEVIATION : 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>
17.	<p>TENDER EVALUATION : 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 & 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 & 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 & insurance are to be quoted separately & 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>
18.	<p>LOADING CRITERIA : List of permissible deviations & 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>

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	<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> <ul style="list-style-type: none"> i) Port handling / clearing charges: @ 1% of CIF value to arrive at Customs Assessable Value. ii) Custom Duty (including CVD & SAD) as per NIT prevailing on date of price bid opening. iii) Inland Freight & 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>Note : Additional deviations (if considered acceptable by BHEL) & the loading criteria shall be communicated to all the qualified bidders before price bid opening.</p>
19.	<p>ARBITRATION : 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. 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. 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>
20.	<p>LEGAL SETTLEMENT : 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>
21.	<p>SUB-CONTRACTING : 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>

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	<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>
22.	<p>RISK PURCHASE :</p> <p>In case the Supplier / Contractor fails to supply or fails to comply with terms & 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 & 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>
23.	<p>ADJUSTMENT OF RECOVERY :</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>
24.	<p>FORCE MAJEURE CONDITION :</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>

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	<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>MANUFACTURING QUALITY PLAN (MQP) : Supplier to submit approved MQP in line with requirement of BHEL/customer.</p>
26.	<p>SUPPLIER PERFORMANCE MONITORING AND RATING SYSTEM : 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 www.bhel.com for reference.</p>
27.	<p>DEALING WITH BANNED SUPPLIERS / CONTRACTORS IN BHEL : 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 www.bhel.com for reference.</p>
28.	<p>ORDER OF PRECEDENCE : The order of precedence shall be as follows :- a) Special Terms & Conditions (STC) for Tender Enquiry / Contract, if any b) General Terms & Conditions (GTC) for Tender Enquiry / Contract & Additional General Terms & Conditions (GTC) for Tender Enquiry / Contract for Erection Testing & 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>PACKING : 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&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 & Case / Packing Mark should also be clearly mentioned on the Case / Packing and Packing List for identification. Also, Packing List must be duly signed & should include respective Invoice No. & LR No.</p> <p>Note :</p> <p>Foreign suppliers to furnish details to arrange inland transportation by BHEL, if</p>

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	applicable, as follows :- i) No. of Packages ii) Size with Weight (Gross & Net) of each Package iii) No. of Containers with type & size required for inland transportation iv) Type of Cargo (Break Bulk / LCL / FCL) v) Customs Tariff No.
30.	COLOUR CODING : 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 :- a) Main equipment : Yellow or White tag b) Start-up / Commissioning spares : Blue tag c) Mandatory spares : Pink or Red tag d) Recommended / O&M spares : Green tag
31.	MICRO, SMALL & MEDIUM ENTERPRISES (MSME) : MSMED Act 2006 as amended from time to time & extant regulations of Govt. of India for MSME will be applicable. Micro & 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 & Medium Enterprises should also be furnished.
32.	BUSINESS ETHICS / SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS : 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 (www.bhel.com) on "Supplier Registration" Page.
33.	REVERSE AUCTION : 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

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	<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 (www.bhel.com) on “Supplier Registration” Page & “Tender Notifications” Page.</p>
34.	<p>INTEGRITY PACT :</p> <p>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>
35.	<p>TERMINATION OF CONTRACT :</p> <p>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 & Commissioning (ETC) / Supervision of ETC, if any, would also get cancelled.</p>
36.	<p>SHELF LIFE</p> <p>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>
37.	<p>LIMITATION OF LIABILITY :</p> <p>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>
38.	<p>SHORTAGES / DAMAGES :</p> <p>a) Against Supply only or Supply where Supervision of Erection, Testing & Commissioning (ETC) at Site or Supply where Testing & 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>

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	<p>date of intimation by BHEL to the supplier.</p> <p>b) Against Supply where Erection, Testing & 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>VARIATION OF CONTRACT VALUE / QUANTITY VARIATION :</p> <p>BHEL shall have the right to variation in quantities of items within $\pm 20\%$ 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>STATUTORY VARIATION :</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>MODE OF PAYMENT :</p> <p>Payment shall be made directly to the Supplier / Contractor by BHEL through NEFT / RTGS.</p>
42.	<p>CONFIDENTIALITY :</p> <p>Supplier / Contractor shall, at all times, undertake to maintain complete confidentiality of all data, information, software, drawings & 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>

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43.	INDEMNIFICATION : 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.
44.	TITLE OF GOODS : 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. 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. 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.
45.	COMPLIANCE OF STATUTORY REQUIREMENTS : 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. 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.
46.	ACCEPTANCE OF ORDER : 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. In case of any discrepancy / typographical error in issue of Purchase Order / Contract, the agreed terms & 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.
47.	FRAUD PREVENTION POLICY : The Bidder along with its associate / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

Signature of Bidder (Authorized Signatory) with Date & Seal

BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of the Bharat Heavy Electricals Limited ¹ (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at 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 _____² hereinafter referred to as the 'Contractor/Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No PO No.....dated³ valued at Rs.....⁴ (Rupees -----)/FC.....(in words.....) for⁵ (hereinafter called the 'Contract') and the Contractor having agreed to provide a Contract Performance Guarantee, equivalent to% (.... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

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

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

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

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

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

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

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

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

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

Unless a demand or claim under this guarantee is made on us in writing on or before the⁷we shall be discharged from all liabilities under this guarantee thereafter.

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

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....⁸
- b) This Guarantee shall be valid up to⁹
- c) Unless the Bank is served a written claim or demand on or before _____¹⁰ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

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

For and on behalf of
(Name of the Bank)

Dated.....

Place of Issue.....

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

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

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ PROJECT/SUPPLY DETAILS

⁵ BG AMOUNT IN FIGURES AND WORDS

⁶ VALIDITY DATE

⁷ DATE OF EXPIRY OF CLAIM PERIOD

⁸ BG AMOUNT IN FIGURES AND WORDS.

⁹ VALIDITY DATE

¹⁰ DATE OF EXPIRY OF CLAIM PERIOD

Note:

1. Units are advised that expiry of claim period may be kept 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.

	Transmission Business Group HSE Department, HQ, Noida	
	HSE Policy	

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.



Atul Sobti
Chairman & Managing Director

June 5, 2018

Creating  of tomorrow

Validate Print Help **Item Wise BoQ**

Tender Inviting Authority: BHEL TBG NOIDA

Name of Work: CPCL Nagapattinam Refinery

Enquiry/NIT No:

Name of the Bidder / Bidding Firm / Company :	
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PRICE SCHEDULE
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER #	TEXT #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Item Code / Make	Quantity	Units	Unit RATE In Figures To be entered by the Bidder in Rs. P	GST (in Percentage)	GST Amount (Unit Rate*Quantity* GST) Rs. P	Unit Freight & Insurance Charges in Rs. P	GST (in Percentage)	GST Amount on F&I (Unit Rate*Quantity* GST) Rs. P	HSN / SAC Code	TOTAL Ex-Works + F & I AMOUNT excluding GST in Rs. P	TOTAL Ex-Works + F & I AMOUNT including GST in Rs. P	TOTAL AMOUNT In Words
1	2	3	4	5	13	14	15	16	20	21	51	53	54	55
1.01	SUPPLY- GIS:230KV, 3150A, SF6 GIS LINE FEEDER BAY MODULE- INCOMING FEEDER FROM TNSEB GRID-1/2 (EXCLUDING SF6 GAS, SUPPORT STRUCTURE, HARDWARES & EARTHING ETC.)	item1	2	SET			0.00			0.00		0.000	0.000	INR Zero Only
1.02	SUPPLY- GIS: 230KV, 3150A, SF6 GIS TRANSFORMER FEEDER BAY MODULE- OUTGOING FEEDER TO 220/66KV ICT (EXCLUDING SF6 GAS, SUPPORT STRUCTURE, HARDWARES & EARTHING ETC.)	item2	2	SET			0.00			0.00		0.000	0.000	INR Zero Only
1.03	SUPPLY- GIS: 230KV, 3150A, SF6 GIS TRANSFORMER FEEDER BAY MODULE- SPARE BAY FOR FUTURE SIMILAR TO ICT WITH AIR TO SF6 BUSHING WITH GIB/ CABLE CONNECTION MODULE (EXCLUDING SF6 GAS, SUPPORT STRUCTURE, HARDWARES & EARTHING ETC.)	item3	1	SET			0.00			0.00		0.000	0.000	INR Zero Only
1.04	SUPPLY- GIS: 230KV, 3150A, SF6 GIS BUS COUPLER FEEDER BAY MODULE (EXCLUDING SF6 GAS, SUPPORT STRUCTURE, HARDWARES & EARTHING ETC.)	item4	1	SET			0.00			0.00		0.000	0.000	INR Zero Only
1.05	SUPPLY- GIS: 230KV, 3150A, SF6 GIS BUS BAR MODULE WITH BUS VT BAY & BUS EARTH SWITCH (EXCLUDING SF6 GAS, SUPPORT STRUCTURE, HARDWARES & EARTHING ETC.)	item5	2	SET			0.00			0.00		0.000	0.000	INR Zero Only
1.06	SUPPLY- GIS : 230KV, 3150A, SINGLE PHASE GIB DUCT OUTSIDE GIS HALL (INCLUDING SF6 GAS, SUPPORT STRUCTURE, HARDWARES & EARTHING ETC.)	item6	250	MTR			0.00			0.00		0.000	0.000	INR Zero Only
1.07	SUPPLY- GIS : 230KV, 3150A, SINGLE PHASE SF6 TO AIR BUSHING (INCLUDING SF6 GAS, SUPPORT STRUCTURE, HARDWARES & EARTHING ETC.)	item7	12	SET			0.00			0.00		0.000	0.000	INR Zero Only
1.08	SUPPLY- GIS: SPARES: 230kV CLASS SF6 GIS SURGE ARRESTER (INCLUDING SF6 GAS, SUPPORT STRUCTURE, HARDWARES & EARTHING)	item8	1	SET			0.00			0.00		0.000	0.000	INR Zero Only
1.09	SUPPLY- GIS: SPARES: 230kV SF6 GIS VOLTAGE TRANSFORMER (INCLUDING SF6 GAS, SUPPORT STRUCTURE, HARDWARES & EARTHING)	item9	1	SET			0.00			0.00		0.000	0.000	INR Zero Only
1.10	SUPPLY- GIS: SF6 GAS REQUIRED FOR PLACING GIS BAYS INTO SUCCESSFUL OPERATION (EXCLUDING REQUIREMENT OF BUS DUCT, SF6 TO AIR BUSHING, SURGE ARRESTOR & VT ETC.)	item10	1	LOT			0.00			0.00		0.000	0.000	INR Zero Only
1.11	SUPPLY- GIS: STRUCTURE MATERIAL, FOUNDATION BOLTS, EMBEDDED ITEMS, RAILS AND/ OR ANY OTHER MATERIALS ETC (EXCLUDING REQUIREMENT OF BUS DUCT, SF6 TO AIR BUSHING, SURGE ARRESTOR & VT ETC.)	item11	1	LOT			0.00			0.00		0.000	0.000	INR Zero Only
1.12	SUPPLY- GIS: EARTHING MATERIALS WITH HIGH FREQUENCY EARTHING, IF APPLICABLE FOR COMPLETE GIS SYSTEM (EXCLUDING REQUIREMENT OF BUS DUCT, SF6 TO AIR BUSHING, SURGE ARRESTOR & VT ETC.)	item12	1	LOT			0.00			0.00		0.000	0.000	INR Zero Only
1.13	SUPPLY- GIS: LOCAL CONTROL CUBICLES	item13	6	SET			0.00			0.00		0.000	0.000	INR Zero Only
1.14	SUPPLY- GIS: ONLINE PARTIAL DISCHARGE MONITORING (PDM) SYSTEM	item14	1	LOT			0.00			0.00		0.000	0.000	INR Zero Only

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1	2	3	4	5	13	14	15	16	20	21	51	53	54	55
1.15	SUPPLY- GIS: 230kV, 3150A, SF6 GIS END PIECE/ INTERFACE MODULE FOR FUTURE GIS EXTENSION MODULE	item15	2	SET			0.00			0.00		0.000	0.000	INR Zero Only
1.16	SUPPLY- GIS: 230kV, 3150A, SF6 GIS BUS BAR EXTENSION MODULE	item16	1	SET			0.00			0.00		0.000	0.000	INR Zero Only
2.01	SUPPLY- GIS: TESTING & MAINTENANCE INSTRUMENTS: Mobile SF6 gas treatment plant	item17	1	NO			0.00			0.00		0.000	0.000	INR Zero Only
2.02	SUPPLY- GIS: TESTING & MAINTENANCE INSTRUMENTS: Two-wheel gas maintenance cart	item18	1	NO			0.00			0.00		0.000	0.000	INR Zero Only
2.03	SUPPLY- GIS: TESTING & MAINTENANCE INSTRUMENTS: SF6 Gas maintenance cart	item19	1	NO			0.00			0.00		0.000	0.000	INR Zero Only
2.04	SUPPLY- GIS: TESTING & MAINTENANCE INSTRUMENTS: SF6 gas leakage test equipment	item20	1	NO			0.00			0.00		0.000	0.000	INR Zero Only
3.01	SUPPLY- GIS: SPECIAL TOOLS AND TACKLES: Any other special tool required for the purpose of installation, maintenance, overhauling and testing of GIS shall be provided by bidder.	item21	1	LOT			0.00			0.00		0.000	0.000	INR Zero Only
4.01	SUPPLY- GIS: SPARES: Portable gas filling equipment/ SF6 gas cart	item22	1	NO			0.00			0.00		0.000	0.000	INR Zero Only
4.02	SUPPLY- GIS: SPARES: 230kV, Handle for disconnecter switch drive	item23	2	NO			0.00			0.00		0.000	0.000	INR Zero Only
4.03	SUPPLY- GIS: SPARES: 230kV, Handle for earthing switch drive	item24	2	NO			0.00			0.00		0.000	0.000	INR Zero Only
4.04	SUPPLY- GIS: SPARES: 230KV, Pre selection/ mechanical key	item25	1	NO			0.00			0.00		0.000	0.000	INR Zero Only
4.05	SUPPLY- GIS: SPARES: 230KV, Power cable termination kit along with plug and socket (R,Y, B Phases)	item26	2	SET			0.00			0.00		0.000	0.000	INR Zero Only
4.06	SUPPLY- GIS: SPARES: 230KV, Tripping coil	item27	1	LOT			0.00			0.00		0.000	0.000	INR Zero Only
4.07	SUPPLY- GIS: SPARES: 230KV, Closing coil	item28	1	LOT			0.00			0.00		0.000	0.000	INR Zero Only
4.08	SUPPLY- GIS: SPARES: 230KV, Capacitive type voltage detectors	item29	1	SET			0.00			0.00		0.000	0.000	INR Zero Only

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1	2	3	4	5	13	14	15	16	20	21	51	53	54	55
4.09	SUPPLY- GIS: SPARES: 230KV, Control fuses/ MCB	item30	1	SET			0.00			0.00		0.000	0.000	INR Zero Only
4.10	SUPPLY- GIS: SPARES: 230KV, Density / Pressure Gauge	item31	2	SET			0.00			0.00		0.000	0.000	INR Zero Only
4.11	SUPPLY- GIS: SPARES: 230KV, Indicating lamps covers	item32	1	LOT			0.00			0.00		0.000	0.000	INR Zero Only
4.12	SUPPLY- GIS: SPARES: 230KV, Indicating lamps	item33	1	LOT			0.00			0.00		0.000	0.000	INR Zero Only
4.13	SUPPLY- GIS: SPARES: 230KV, Auxiliary relays for LCC/ drive mechanism etc.	item34	1	LOT			0.00			0.00		0.000	0.000	INR Zero Only
4.14	SUPPLY- GIS: SPARES: Portable SF6 gas leakage detector	item35	1	NO			0.00			0.00		0.000	0.000	INR Zero Only
4.15	SUPPLY- GIS: SPARES: 230KV, Ethernet Switch	item36	1	SET			0.00			0.00		0.000	0.000	INR Zero Only
5.01	SUPPLY- GIS: COMMISSIONING SPARES: Commissioning Spare Parts shall be provided along with main equipment/ 230KV GIS as per OEMs recommendations. The list of such recommended commissioning spares shall be proposed by bidder.	item37	1	LOT			0.00			0.00		0.000	0.000	INR Zero Only
6.01	SUPPLY- GIS: RECOMMENDED SPARE FOR NORMAL OPERATION & MAINTAINENCE: Two-years spares for normal operation and maintenance (over and above mandatory spares) along with unit price is to be proposed by bidder	item38	1	LOT			0.00			0.00		0.000	0.000	INR Zero Only
7.01	Reference Unit Price for addition/ deletion: SUPPLY- GIS: SPARES: 230kv, OPERATING MECHANISM FOR CIRCUIT BREAKER	item39	1	SET			0.00			0.00		0.000	0.000	INR Zero Only
7.02	Reference Unit Price for addition/ deletion: SUPPLY- GIS: SPARES: 230kv, OPERATING MECHANISM FOR DISCONNECTOR	item40	1	SET			0.00			0.00		0.000	0.000	INR Zero Only
7.03	Reference Unit Price for addition/ deletion: SUPPLY- GIS: SPARES: 230kv, OPERATING MECHANISM FOR MAINTENANCE EARTHING SWITCH	item41	1	SET			0.00			0.00		0.000	0.000	INR Zero Only
7.04	Reference Unit Price for addition/ deletion: SUPPLY- GIS: SPARES: 230kv, OPERATING MECHANISM FOR FAST ACTING EARTHING SWITCH	item42	1	SET			0.00			0.00		0.000	0.000	INR Zero Only
7.05	Reference Unit Price for addition/ deletion: SUPPLY- GIS: SPARES: 230kv, CIRCUIT BREAKER	item43	1	SET			0.00			0.00		0.000	0.000	INR Zero Only
7.06	Reference Unit Price for addition/ deletion: SUPPLY- GIS: SPARES: 230kv, DISCONNECTOR	item44	1	SET			0.00			0.00		0.000	0.000	INR Zero Only

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1	2	3	4	5	13	14	15	16	20	21	51	53	54	55
7.07	Reference Unit Price for addition/ deletion: SUPPLY- GIS: SPARES: 230kV, MAINTENANCE EARTHING SWITCH	item45	1	SET			0.00			0.00		0.000	0.000	INR Zero Only
7.08	Reference Unit Price for addition/ deletion: SUPPLY- GIS: SPARES: 230kV, FAST ACTING EARTHING SWITCH	item46	1	SET			0.00			0.00		0.000	0.000	INR Zero Only
7.09	Reference Unit Price for addition/ deletion: SUPPLY- GIS: SPARES: 230kV, CURRENT TRANSFORMER	item47	1	NO			0.00			0.00		0.000	0.000	INR Zero Only
7.10	Reference Unit Price for addition/ deletion: SUPPLY- GIS: SPARES: 230kV, VOLTAGE TRANSFORMER	item48	1	NO			0.00			0.00		0.000	0.000	INR Zero Only
7.11	Reference Unit Price for addition/ deletion: SUPPLY- GIS: SPARES: 198kV SURGE ARRESTER	item49	1	NO			0.00			0.00		0.000	0.000	INR Zero Only
7.12	Reference Unit Price for addition/ deletion: SUPPLY- GIS: SPARES: 230kV, SINGLE PHASE BUS BAR	item50	1	MTR			0.00			0.00		0.000	0.000	INR Zero Only
7.13	Reference Unit Price for addition/ deletion: SUPPLY- GIS: SPARES: 230kV, GIS METALLIC ENCLOSURE	item51	50	KG			0.00			0.00		0.000	0.000	INR Zero Only
7.14	Reference Unit Price for addition/ deletion: SUPPLY- GIS: SPARES: 230kV, EXPANSION JOINTS	item52	1	SET			0.00			0.00		0.000	0.000	INR Zero Only
7.15	Reference Unit Price for addition/ deletion: SUPPLY- GIS: SPARES: 230kV, BARRIER INSULATOR	item53	1	SET			0.00			0.00		0.000	0.000	INR Zero Only
7.16	Reference Unit Price for addition/ deletion: SUPPLY- GIS: SPARES: 230kV, NON-BARRIER INSULATOR	item54	1	SET			0.00			0.00		0.000	0.000	INR Zero Only
7.17	Reference Unit Price for addition/ deletion: SUPPLY- GIS: SPARES: 230kV, GAS SEALS	item55	1	SET			0.00			0.00		0.000	0.000	INR Zero Only
7.18	Reference Unit Price for addition/ deletion: SUPPLY- GIS: SPARES: 230kV, GAS DENSITY MONITOR SWITCH	item56	1	SET			0.00			0.00		0.000	0.000	INR Zero Only
7.19	Reference Unit Price for addition/ deletion: SUPPLY- GIS: SPARES: 230kV, UHF PD SENSOR	item57	1	SET			0.00			0.00		0.000	0.000	INR Zero Only
7.20	Reference Unit Price for addition/ deletion: SUPPLY- GIS: SPARES: 230kV, GAS PRESSURE SWITCH	item58	1	SET			0.00			0.00		0.000	0.000	INR Zero Only
7.21	Reference Unit Price for addition/ deletion: SUPPLY- GIS: SPARES: 230kV, TEE BEND	item59	1	SET			0.00			0.00		0.000	0.000	INR Zero Only

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1	2	3	4	5	13	14	15	16	20	21	51	53	54	55
7.22	Reference Unit Price for addition/ deletion: SUPPLY- GIS: SPARES: 230KV, ANGLE BEND	item60	1	SET			0.00			0.00		0.000	0.000	INR Zero Only
7.23	Reference Unit Price for addition/ deletion: SUPPLY- GIS: SPARES: 230KV, L-BEND	item61	1	SET			0.00			0.00		0.000	0.000	INR Zero Only
8.01	SERVICES- GIS: SUPERVISION OF ERECTION: 230KV, SF6 GIS BAY MODULE	item62	6	SET			0.00			0.00		0.000	0.000	INR Zero Only
8.02	SERVICES- GIS: TESTING & COMMISSIONING: 230KV, SF6 GIS BAY MODULE	item63	6	SET			0.00			0.00		0.000	0.000	INR Zero Only
8.03	SERVICES- GIS : 230KV, SUPERVISION OF ERECTION OF 1 PHASE GAS INSULATED BUS DUCT	item64	250	MTR			0.00			0.00		0.000	0.000	INR Zero Only
8.04	SERVICES- GIS : 230KV, TESTING & COMMISSIONING OF 1 PHASE GAS INSULATED BUS DUCT	item65	250	MTR			0.00			0.00		0.000	0.000	INR Zero Only
8.05	SERVICES- GIS : 230KV, SUPERVISION OF ERECTION OF 1 PHASE, SF6 TO AIR BUSHING	item66	12	SET			0.00			0.00		0.000	0.000	INR Zero Only
8.06	SERVICES- GIS : 230KV, TESTING & COMMISSIONING OF 1 PHASE, SF6 TO AIR BUSHING	item67	12	SET			0.00			0.00		0.000	0.000	INR Zero Only
8.07	SERVICES- GIS: FINAL SUCCESSFUL HV/ POWER FREQUENCY TESTING OF GIS INCLUDING ARRANGING OF HV TEST KIT ALONG WITH OPERATOR	item68	1	Lot			0.00			0.00		0.000	0.000	INR Zero Only
8.08	SERVICES- GIS: INSULATION CO-ORDINATION & VFTO STUDIES FOR GIS SYSTEM COMPLETE	item69	1	LOT			0.00			0.00		0.000	0.000	INR Zero Only
9.01	SERVICES- GIS : REFERENCE UNIT PRICE OF GIS INDIVIDUAL ITEM/ EQUIPMENT - SERVICES FOR SUPERVISION OF ERECTION OF GIS	item70	10	MAN-DAY			0.00			0.00		0.000	0.000	INR Zero Only
9.02	SERVICES- GIS : REFERENCE UNIT PRICE OF GIS INDIVIDUAL ITEM/ EQUIPMENT - SERVICES FOR TESTING & COMMISSIONING OF GIS	item71	10	MAN-DAY			0.00			0.00		0.000	0.000	INR Zero Only
9.03	SERVICES- GIS : REFERENCE UNIT OF GIS INDIVIDUAL ITEM/ EQUIPMENT - HIRING CHARGES OF HV TEST KIT WITH OPERATOR	item72	1	LOT			0.00			0.00		0.000	0.000	INR Zero Only
10.01	SERVICES- GIS : Training- Training for Maintenance Engineers in batch (3 batches) for 2 Days (Max 4 Persons per batch) at Vendors works.	item73	24	MAN-DAY			0.00			0.00		0.000	0.000	INR Zero Only
10.02	SERVICES- GIS : Training- Training for Operators in batch (2 batches) for 3 days (Max 7 Persons per batch) at Site works.	item74	42	MAN-DAY			0.00			0.00		0.000	0.000	INR Zero Only

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1	2	3	4	5	13	14	15	16	20	21	51	53	54	55
11.01	SUPPLY- GIS: 66KV, 3150A, SF6 GIS LINE FEEDER BAY MODULE- INCOMING FEEDER FROM 230/66KV ICT (EXCLUDING SF6 GAS, SUPPORT STRUCTURE, HARDWARES & EARTHING ETC.)	item75	2	SET			0.00			0.00		0.000	0.000	INR Zero Only
11.02	SUPPLY- GIS: 66KV, 3150A, SF6 GIS TRANSFORMER FEEDER BAY MODULE- INCOMING FEEDERS FROM GTR-1/2/3/4 (EXCLUDING SF6 GAS, SUPPORT STRUCTURE, HARDWARES & EARTHING ETC.)	item76	4	SET			0.00			0.00		0.000	0.000	INR Zero Only
11.03	SUPPLY- GIS: 66KV, 3150A, SF6 GIS TRANSFORMER FEEDER BAY MODULE- SPARE INCOMING FEEDER SIMILAR TO GTR (EXCLUDING SF6 GAS, SUPPORT STRUCTURE, HARDWARES & EARTHING ETC.)	item77	1	SET			0.00			0.00		0.000	0.000	INR Zero Only
11.04	SUPPLY- GIS: 66KV, 3150A, SF6 GIS TRANSFORMER FEEDER BAY MODULE- INCOMING FEEDERS FROM STR-1/2/3 (EXCLUDING SF6 GAS, SUPPORT STRUCTURE, HARDWARES & EARTHING ETC.)	item78	3	SET			0.00			0.00		0.000	0.000	INR Zero Only
11.05	SUPPLY- GIS: 66KV, 3150A, SF6 GIS BUS COUPLER FEEDER BAY MODULE (EXCLUDING SF6 GAS, SUPPORT STRUCTURE, HARDWARES & EARTHING ETC.)	item79	2	SET			0.00			0.00		0.000	0.000	INR Zero Only
11.06	SUPPLY- GIS: 66KV, 3150A, SF6 GIS BUS SECTIONALISER MODULE (EXCLUDING SF6 GAS, SUPPORT STRUCTURE, HARDWARES & EARTHING ETC.)	item80	2	SET			0.00			0.00		0.000	0.000	INR Zero Only
11.07	SUPPLY- GIS: 66KV, 3150A, SF6 GIS TRANSFORMER FEEDER BAY MODULE- OUTGOING FEEDERS FOR LSTK CONTRACTOR (EXCLUDING SF6 GAS, SUPPORT STRUCTURE, HARDWARES & EARTHING ETC.)	item81	4	SET			0.00			0.00		0.000	0.000	INR Zero Only
11.08	SUPPLY- GIS: 66KV, 3150A, SF6 GIS TRANSFORMER FEEDER BAY MODULE- OUTGOING FEEDERS FOR CUSTOMER BAYS (EXCLUDING SF6 GAS, SUPPORT STRUCTURE, HARDWARES & EARTHING ETC.)	item82	33	SET			0.00			0.00		0.000	0.000	INR Zero Only
11.09	SUPPLY- GIS: 66KV, 3150A, SF6 GIS TRANSFORMER FEEDER BAY MODULE- SPARE OUTGOING FEEDERS FOR CUSTOMER (EXCLUDING SF6 GAS, SUPPORT STRUCTURE, HARDWARES & EARTHING ETC.)	item83	8	SET			0.00			0.00		0.000	0.000	INR Zero Only
11.10	SUPPLY- GIS: 66KV, 3150A, SF6 GIS BUS BAR MODULE WITH BUS PT BAY & BUS EARTH SWITCH (EXCLUDING SF6 GAS, SUPPORT STRUCTURE, HARDWARES & EARTHING ETC.)	item84	4	SET			0.00			0.00		0.000	0.000	INR Zero Only
11.11	SUPPLY- GIS : 66KV, 3150A, SF6 GIS CABLE CONNECTION MODULE SUITABLE UP TO 1CX1000SQMM (EXCLUDING SF6 GAS, SUPPORT STRUCTURE, HARDWARES & EARTHING ETC.)	item85	55	SET			0.00			0.00		0.000	0.000	INR Zero Only
11.12	SUPPLY- GIS: SPARES: 66kv CLASS, SF6 GIS SURGE ARRESTER (EXCLUDING SF6 GAS, SUPPORT STRUCTURE, HARDWARES & EARTHING ETC.)	item86	55	SET			0.00			0.00		0.000	0.000	INR Zero Only
11.13	SUPPLY- GIS: SPARES: 66kv, SF6 GIS VOLTAGE TRANSFORMER (EXCLUDING SF6 GAS, SUPPORT STRUCTURE, HARDWARES & EARTHING ETC.)	item87	55	SET			0.00			0.00		0.000	0.000	INR Zero Only
11.14	SUPPLY- GIS: SF6 GAS REQUIRED FOR PLACING GIS BAYS INTO SUCCESSFUL OPERATION	item88	1	LOT			0.00			0.00		0.000	0.000	INR Zero Only

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Sl. No.	Item Description	Item Code / Make	Quantity	Units	Unit RATE In Figures To be entered by the Bidder in Rs. P	GST (in Percentage)	GST Amount (Unit Rate*Quantity* GST) Rs. P	Unit Freight & Insurance Charges in Rs. P	GST (in Percentage)	GST Amount on F&I (Unit Rate*Quantity* GST) Rs. P	HSN / SAC Code	TOTAL Ex-Works + F & I AMOUNT excluding GST in Rs. P	TOTAL Ex-Works + F & I AMOUNT including GST in Rs. P	TOTAL AMOUNT In Words
1	2	3	4	5	13	14	15	16	20	21	51	53	54	55
11.15	SUPPLY- GIS: STRUCTURE MATERIALS, FOUNDATION BOLTS, EMBEDDED ITEMS, RAILS AND/ OR ANY OTHER MATERIALS ETC.	item89	1	LOT			0.00			0.00		0.000	0.000	INR Zero Only
11.16	SUPPLY- GIS: EARTHING MATERIALS WITH HIGH FREQUENCY EARTHING, IF APPLICABLE FOR COMPLETE GIS SYSTEM	item90	1	LOT			0.00			0.00		0.000	0.000	INR Zero Only
11.17	SUPPLY- GIS: LOCAL CONTROL CUBICLES	item91	59	SET			0.00			0.00		0.000	0.000	INR Zero Only
11.18	SUPPLY- GIS: ONLINE PARTIAL DISCHARGE MONITORING (PDM) SYSTEM	item92	1	LOT			0.00			0.00		0.000	0.000	INR Zero Only
11.19	SUPPLY- GIS: 66kV, 3150A, SF6 GIS END PIECE/ INTERFACE MODULE FOR FUTURE GIS EXTENSION MODULE	item93	4	SET			0.00			0.00		0.000	0.000	INR Zero Only
11.20	SUPPLY- GIS: 66kV, 3150A, SF6 GIS BUS BAR EXTENSION MODULE	item94	1	SET			0.00			0.00		0.000	0.000	INR Zero Only
12.01	SUPPLY- GIS: TESTING & MAINTENANCE INSTRUMENTS: Mobile SF6 gas treatment plant	item95	1	NO			0.00			0.00		0.000	0.000	INR Zero Only
12.02	SUPPLY- GIS: TESTING & MAINTENANCE INSTRUMENTS: Two-wheel gas maintenance cart	item96	1	NO			0.00			0.00		0.000	0.000	INR Zero Only
12.03	SUPPLY- GIS: TESTING & MAINTENANCE INSTRUMENTS: SF6 Gas maintenance cart	item97	1	NO			0.00			0.00		0.000	0.000	INR Zero Only
12.04	SUPPLY- GIS: TESTING & MAINTENANCE INSTRUMENTS: SF6 gas leakage test equipment	item98	1	NO			0.00			0.00		0.000	0.000	INR Zero Only
13.01	SUPPLY- GIS: SPECIAL TOOLS AND TACKLES: Any other special tool required for the purpose of installation, maintenance, overhauling and testing of GIS shall be provided by bidder.	item99	1	LOT			0.00			0.00		0.000	0.000	INR Zero Only
14.01	SUPPLY- GIS: SPARES: Portable gas filling equipment/ SF6 gas cart	item100	1	NO			0.00			0.00		0.000	0.000	INR Zero Only
14.02	SUPPLY- GIS: SPARES: 66kV, Handle for disconnecter switch drive	item101	2	NO			0.00			0.00		0.000	0.000	INR Zero Only
14.03	SUPPLY- GIS: SPARES: 66kV, Handle for earthing switch drive	item102	2	NO			0.00			0.00		0.000	0.000	INR Zero Only
14.04	SUPPLY- GIS: SPARES: 66KV, Pre selection/ mechanical key	item103	1	NO			0.00			0.00		0.000	0.000	INR Zero Only

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Sl. No.	Item Description	Item Code / Make	Quantity	Units	Unit RATE In Figures To be entered by the Bidder in Rs. P	GST (in Percentage)	GST Amount (Unit Rate*Quantity* GST) Rs. P	Unit Freight & Insurance Charges in Rs. P	GST (in Percentage)	GST Amount on F&I (Unit Rate*Quantity* GST) Rs. P	HSN / SAC Code	TOTAL Ex-Works + F & I AMOUNT excluding GST in Rs. P	TOTAL Ex-Works + F & I AMOUNT including GST in Rs. P	TOTAL AMOUNT In Words
1	2	3	4	5	13	14	15	16	20	21	51	53	54	55
14.05	SUPPLY- GIS: SPARES: 66KV, Power cable termination kit along with plug and socket (R,Y, B Phases)	item104	2	SET			0.00			0.00		0.000	0.000	INR Zero Only
14.06	SUPPLY- GIS: SPARES: 66KV, Tripping coil	item105	1	LOT			0.00			0.00		0.000	0.000	INR Zero Only
14.07	SUPPLY- GIS: SPARES: 66KV, Closing coil	item106	1	LOT			0.00			0.00		0.000	0.000	INR Zero Only
14.08	SUPPLY- GIS: SPARES: 66KV, Capacitive type voltage detectors	item107	1	SET			0.00			0.00		0.000	0.000	INR Zero Only
14.09	SUPPLY- GIS: SPARES: 66KV, Control fuses/ MCB	item108	1	SET			0.00			0.00		0.000	0.000	INR Zero Only
14.10	SUPPLY- GIS: SPARES: 66KV, Density / Pressure Gauge	item109	2	SET			0.00			0.00		0.000	0.000	INR Zero Only
14.11	SUPPLY- GIS: SPARES: 66KV, Indicating lamps covers	item110	1	LOT			0.00			0.00		0.000	0.000	INR Zero Only
14.12	SUPPLY- GIS: SPARES: 66KV, Indicating lamps	item111	1	LOT			0.00			0.00		0.000	0.000	INR Zero Only
14.13	SUPPLY- GIS: SPARES: 66KV, Auxiliary relays for LCC/ drive mechanism etc.	item112	1	LOT			0.00			0.00		0.000	0.000	INR Zero Only
14.14	SUPPLY- GIS: SPARES: Portable SF6 gas leakage detector	item113	1	NO			0.00			0.00		0.000	0.000	INR Zero Only
14.15	SUPPLY- GIS: SPARES: 66KV, Ethernet Switch	item114	1	SET			0.00			0.00		0.000	0.000	INR Zero Only
15.01	SUPPLY- GIS: COMMISSIONING SPARES: Commissioning Spare Parts shall be provided along with main equipment/ 66KV GIS as per OEMs recommendations. The list of such recommended commissioning spares shall be proposed by bidder.	item115	1	LOT			0.00			0.00		0.000	0.000	INR Zero Only
16.01	SUPPLY- GIS: RECOMMENDED SPARE FOR NORMAL OPERATION & MAINTAINENCE: Two-years spares for normal operation and maintenance (over and above mandatory spares) along with unit price is to be proposed by bidder	item116	1	LOT			0.00			0.00		0.000	0.000	INR Zero Only
17.01	Reference Unit Price for addition/ deletion: SUPPLY- GIS: SPARES: 66KV, OPERATING MECHANISM FOR CIRCUIT BREAKER	item117	1	SET			0.00			0.00		0.000	0.000	INR Zero Only
17.02	Reference Unit Price for addition/ deletion: SUPPLY- GIS: SPARES: 66KV, OPERATING MECHANISM FOR DISCONNECTOR	item118	1	SET			0.00			0.00		0.000	0.000	INR Zero Only

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1	2	3	4	5	13	14	15	16	20	21	51	53	54	55
17.03	Reference Unit Price for addition/ deletion: SUPPLY- GIS: SPARES: 66kV, OPERATING MECHANISM FOR MAINTENANCE EARTHING SWITCH	item119	1	SET			0.00			0.00		0.000	0.000	INR Zero Only
17.04	Reference Unit Price for addition/ deletion: SUPPLY- GIS: SPARES: 66kV, OPERATING MECHANISM FOR FAST ACTING EARTHING SWITCH	item120	1	SET			0.00			0.00		0.000	0.000	INR Zero Only
17.05	Reference Unit Price for addition/ deletion: SUPPLY- GIS: SPARES: 66kV, CIRCUIT BREAKER	item121	1	SET			0.00			0.00		0.000	0.000	INR Zero Only
17.06	Reference Unit Price for addition/ deletion: SUPPLY- GIS: SPARES: 66kV, DISCONNECTOR	item122	1	SET			0.00			0.00		0.000	0.000	INR Zero Only
17.07	Reference Unit Price for addition/ deletion: SUPPLY- GIS: SPARES: 66kV, MAINTENANCE EARTHING SWITCH	item123	1	SET			0.00			0.00		0.000	0.000	INR Zero Only
17.08	Reference Unit Price for addition/ deletion: SUPPLY- GIS: SPARES: 66kV, FAST ACTING EARTHING SWITCH	item124	1	SET			0.00			0.00		0.000	0.000	INR Zero Only
17.09	Reference Unit Price for addition/ deletion: SUPPLY- GIS: SPARES: 66kV, CURRENT TRANSFORMER	item125	1	SET			0.00			0.00		0.000	0.000	INR Zero Only
17.10	Reference Unit Price for addition/ deletion: SUPPLY- GIS: SPARES: 66kV, VOLTAGE TRANSFORMER	item126	1	SET			0.00			0.00		0.000	0.000	INR Zero Only
17.11	Reference Unit Price for addition/ deletion: SUPPLY- GIS: SPARES: 60kV SURGE ARRESTER	item127	1	SET			0.00			0.00		0.000	0.000	INR Zero Only
17.12	Reference Unit Price for addition/ deletion: SUPPLY- GIS: SPARES: 66kV, SINGLE PHASE BUS BAR	item128	1	MTR			0.00			0.00		0.000	0.000	INR Zero Only
17.13	Reference Unit Price for addition/ deletion: SUPPLY- GIS: SPARES: 66kV, GIS METALLIC ENCLOSURE	item129	50	KG			0.00			0.00		0.000	0.000	INR Zero Only
17.14	Reference Unit Price for addition/ deletion: SUPPLY- GIS: SPARES: 66kV, EXPANSION JOINTS	item130	1	SET			0.00			0.00		0.000	0.000	INR Zero Only
17.15	Reference Unit Price for addition/ deletion: SUPPLY- GIS: SPARES: 66kV, BARRIER INSULATOR	item131	1	SET			0.00			0.00		0.000	0.000	INR Zero Only
17.16	Reference Unit Price for addition/ deletion: SUPPLY- GIS: SPARES: 66kV, NON-BARRIER INSULATOR	item132	1	SET			0.00			0.00		0.000	0.000	INR Zero Only
17.17	Reference Unit Price for addition/ deletion: SUPPLY- GIS: SPARES: 66kV, GAS SEALS	item133	1	SET			0.00			0.00		0.000	0.000	INR Zero Only

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1	2	3	4	5	13	14	15	16	20	21	51	53	54	55
17.18	Reference Unit Price for addition/ deletion: SUPPLY- GIS: SPARES: 66kV, GAS DENSITY MONITOR SWITCH	item134	1	SET			0.00			0.00		0.000	0.000	INR Zero Only
17.19	Reference Unit Price for addition/ deletion: SUPPLY- GIS: SPARES: 66kV, GAS PRESSURE SWITCH	item135	1	SET			0.00			0.00		0.000	0.000	INR Zero Only
17.20	Reference Unit Price for addition/ deletion: SUPPLY- GIS: SPARES: 66kV, TEE BEND	item136	1	SET			0.00			0.00		0.000	0.000	INR Zero Only
17.21	Reference Unit Price for addition/ deletion: SUPPLY- GIS: SPARES: 66kV, ANGLE BEND	item137	1	SET			0.00			0.00		0.000	0.000	INR Zero Only
17.22	Reference Unit Price for addition/ deletion: SUPPLY- GIS: SPARES: 66kV, L-BEND	item138	1	SET			0.00			0.00		0.000	0.000	INR Zero Only
18.01	SERVICES- GIS: SUPERVISION OF ERECTION: 66KV, SF6 GIS BAY MODULE	item139	59	SET			0.00			0.00		0.000	0.000	INR Zero Only
18.02	SERVICES- GIS: TESTING & COMMISSIONING: 66KV, SF6 GIS BAY MODULE	item140	59	SET			0.00			0.00		0.000	0.000	INR Zero Only
18.03	SERVICES- GIS: FINAL SUCCESSFUL HV/ POWER FREQUENCY TESTING OF GIS INCLUDING ARRANGING OF HV TEST KIT ALONG WITH OPERATOR	item141	1	LOT			0.00			0.00		0.000	0.000	INR Zero Only
18.04	SERVICES- GIS: INSULATION CO-ORDINATION & VFTO STUDIES FOR GIS SYSTEM COMPLETE	item142	1	LOT			0.00			0.00		0.000	0.000	INR Zero Only
19.01	SERVICES- GIS : REFERENCE UNIT PRICE OF GIS INDIVIDUAL ITEM/ EQUIPMENT - SERVICES FOR SUPERVISION OF ERECTION OF GIS	item143	10	MAN-DAY			0.00			0.00		0.000	0.000	INR Zero Only
19.02	SERVICES- GIS : REFERENCE UNIT PRICE OF GIS INDIVIDUAL ITEM/ EQUIPMENT - SERVICES FOR TESTING & COMMISSIONING OF GIS	item144	10	MAN-DAY			0.00			0.00		0.000	0.000	INR Zero Only
19.03	SERVICES- GIS : REFERENCE UNIT OF GIS INDIVIDUAL ITEM/ EQUIPMENT - HIRING CHARGES OF HV TEST KIT WITH OPERATOR	item145	1	LOT			0.00			0.00		0.000	0.000	INR Zero Only
20.01	SERVICES- GIS : Training for Maintenance Engineers in batch (3 batches) for 2 Days (Max 4 Persons per batch) at Vendors works.	item146	24	MAN-DAY			0.00			0.00		0.000	0.000	INR Zero Only
20.02	SERVICES- GIS : Training for Operators in batch (2 batches) for 3 days (Max 7 Persons per batch) at Site works.	item147	42	MAN-DAY			0.00			0.00		0.000	0.000	INR Zero Only
Total in Figures												0.000	0.000	Zero Only
oted Rate in Words												INR Zero Only		