

SPECIAL TERMS & CONDITIONS

**SUPPLY & SERVICES OF 220kV GIS AND ASSOCIATED EQUIPMENTS
FOR OPTCL ERSAMA, PARADEEP Project**

**BHEL NIT
Terms and conditions**

Project: Tender for Supply & Services w.r.t. 220kV Gas Insulated Switchgear(GIS) for OPTCL ERSAMA, PARADEEP project

Tender due date: 27-04-2023 at 11:00 Hrs

SPECIAL TERMS & CONDITIONS

SUPPLY & SERVICES OF 220kV GIS AND ASSOCIATED EQUIPMENTS FOR OPTCL ERSAMA, PARADEEP Project

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 **Sh. Akhilesh Kumar, Manager (TBEM) and Sh. Dileep Shukla, DGM (TBEM)**
BHEL, Transmission Business Group
5th Floor, Plot No: 25, Sector-16A, Noida-201301, UP, India
Phone: +91 (0) 0120- 6748528, 8533
E-mail: akhileshk@bhel.in, dkshukla@bhel.in
3. For any commercial clarification, kindly contact **Sh. Gaurav Agarwal, Manager (TBMM);**
BHEL, Transmission Business Group
5th Floor, Plot No: 25, Sector-16A, Noida-201301, UP, India
Phone: +91 (0) 0120- 6748541
Contact No. 9650892224; E-mail: gaurav.agarwal@bhel.in
4. **Bidder to submit offer directly to 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.
5. **PROPOSED DELIVERY PLAN: Supply of GIS by Mar'2024 and Commissioning of GIS by Sept'2024.** Vendor to examine their best possible delivery plan & mention in **ACTIVITY SCHEDULE**. The same shall be submitted 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. **PRICE ADJUSTMENT/PRICE BASIS:** PV is not applicable.
7. **Permissible Technical & Commercial Deviations:** No permissible technical & commercial deviation has been envisaged. Bidder to strictly follow the same, else offer is liable for rejection. Formats for compliance are enclosed.
8. **Type of tender:** This tender is an 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.**
9. **Compliance of General Financial Rules (GFRs):** Please refer clause mentioned at **Annexure-1** and Certification at **Annexure-2 / Annexure-3** (whichever is applicable) regarding restrictions under Rule 144 (xi) of General Financial Rules (GFRs), 2017. Bidder to comply with the clause and submit the certification. Non-compliance/ Non-submission of certification will lead to rejection of Offer.

SPECIAL TERMS & CONDITIONS

SUPPLY & SERVICES OF 220kV GIS AND ASSOCIATED EQUIPMENTS FOR OPTCL ERSAMA, PARADEEP Project

10. **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 as **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 as **Annexure-C**.

11. **Quantity Variation (Clause No. 39 of GTC):** BHEL shall have the right for 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 or during Contract execution stage for all amendments together within FOUR years from the date of original Purchase Order. The quantities of individual items may vary up 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.

12. **PRE-QUALIFYING REQUIREMENT:** Bidder must comply the following, else the offer is liable for rejection.

- Technical PQR (**Annexure-G**), as attached with technical specification. **Documents required for PQR shall be submitted along with the offer.**
- Financial PQR as under;

Bidder should have a minimum average audited annual turnover / Sales Value of **INR 1200 LAKHS** for the three financial years mainly 2019-20, 2020-21 & 2021-22 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.

SPECIAL TERMS & CONDITIONS

SUPPLY & SERVICES OF 220kV GIS AND ASSOCIATED EQUIPMENTS FOR OPTCL ERSAMA, PARADEEP Project

13. IMPORTANT INSTRUCTION TO BIDDER – I;

- a. **PRE-BID MEETING:** Allowed & shall be within 7-10 days from the date of enquiry/NIT.
- b. **PROJECT STATUS:** Domestic.
- c. **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, **such charges should not exceed 2% of the total contract value.**
- d. **CUSTOMER APPROVAL:**
 - Bidder should be approved by OPTCL and approved bidder to submit their approval letter of OPTCL, if any.
 - Bidder who are not approved by OPTCL, needs to submit complete credential (as mentioned below) along with techno-commercial bid for approval from OPTCL & placement of order is subject to approval of OPTCL-
 1. Performance Certificates
 2. Supply Experience
 3. ISO Certificate
 4. Balance Sheet (preferably last 3 years)
 5. Any other document (if required, as per Customer)Final acceptance of technical qualified vendor for placement of order is subject to approval of OPTCL. Price bid opening of offers is also subject to vendor approval from OPTCL.
- e. **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.***
- f. **PLACEMENT OF ORDER:** PO/LOI shall be placed on L1 bidder at ex-works value for main GIS (PO-1 for BOQ item no. A, D & E of TS) & separate PO/LOI for Mandatory Spares (PO-2 for BOQ item no. B & C of TS) and shall be placed. However, evaluation shall be done based on overall quantity as per NIT (including unit reference items). 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/Billing 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.

SPECIAL TERMS & CONDITIONS

SUPPLY & SERVICES OF 220kV GIS AND ASSOCIATED EQUIPMENTS FOR OPTCL ERSAMA, PARADEEP Project

Note- In PO, Unit reference items (supply & services: BOQ item no. F & G of TS) shall be mentioned under Terms and conditions as "Optional Items". In case of requirement of these items for any addition/deletion, same shall be confirmed through suitable PO amendment.

- g. **INLAND FREIGHT & INSURANCE:** Supplier must ensure availability of their authorized person at site/store for supervision of unloading for every LOT of dispatch. The Freight & Insurance, to be paid by vendor on behalf of BHEL, will be reimbursed on submission of requisite documents. Proof of transit insurance should be submitted along with dispatch documents.

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 OPTCL Ersama, Paradeep project site / store.**

- h. **MQP Requirement:** As per specification.

- i. **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.

14. IMPORTANT INSTRUCTION TO BIDDER - II;

- a. Packing as per specification is applicable. However, bidder to ensure proper packing to avoid any damage & packing of spares should be separated.
- b. Validity of PERFORMANCE BG: It should cover the Guarantee period/ 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 Supply and Services for addition/ deletion (i.e. optional items) and type test charges (if applicable), as mentioned in BOQ of section-1 of technical specification shall be considered for evaluation.
- e. Order shall be awarded on ex- works basis for indigenous bidder.
- f. Unloading of material at site is not in scope of bidder.
- g. **The deputation of manpower for supervision of Erection, Testing & Commissioning within 7 days of intimation by BHEL.**
- h. The bidder has to ensure that the spare parts should be available for minimum **15 years** from the date of commissioning (Project commissioning schedule is **Dec'2024**).

15. **VALIDITY OF OFFER (Clause no.14 of GTC):** 180 days from the date of opening of techno-commercial bid, unless otherwise specified in the NIT.

16. **DEFECT LIABILITY PERIOD (GUARANTEE SPECIFIC CLAUSE):** The equipment / material supplied and services rendered (if applicable) shall be guaranteed to be free from all defects

SPECIAL TERMS & CONDITIONS

SUPPLY & SERVICES OF 220kV GIS AND ASSOCIATED EQUIPMENTS FOR OPTCL ERSAMA, PARADEEP Project

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. **60 months from the date of Commissioning or 18 months from the date of last supply, whichever is later.**

Note: Contractual date of Commissioning is 03-12-2024.

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 (or any other time period informed by BHEL without affecting the project commissioning schedule) from the date of reporting the defect / rejection etc.

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.

Note- Notes as mentioned in GTC shall be applicable.

17. LATENT DEFECT (Clause no. 6 of GTC):

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 TEN years from the expiry of the guarantee period.

18. Liquidated Damages for Supply (Clause no. 13 of GTC):

LD shall be levied for delay in execution of Purchase Order as per below:

a) In case of delay in supply of material beyond the contractual delivery time allotted for supply, an amount of 0.5% of the total Purchase Order value* per week of delay or part thereof subject to a maximum of 5% of the total Purchase Order value* shall be deducted as Liquidated Damages (LD) along with applicable GST (if any) on LD.

b) In case of delay in providing the services beyond the contractual completion time allotted for services, an amount of 0.5% of the total Purchase Order value* per week of delay or part thereof subject to a maximum of 5% of the total Purchase Order value* shall be deducted as Liquidated Damages (LD) along with applicable GST (if any) on LD.

The vendor shall submit a check list mentioning the pre-requisite conditions required to be fulfilled by BHEL site for starting the site activities. Upon compliance of the pre-requisite conditions as per check list and intimation to the vendor, the vendor shall depute the required manpower to site within 07 (seven) days of intimation. After reaching at site, the vendor representative will prepare a joint Minutes of meeting with BHEL site in which it will be

SPECIAL TERMS & CONDITIONS

SUPPLY & SERVICES OF 220kV GIS AND ASSOCIATED EQUIPMENTS FOR OPTCL ERSAMA, PARADEEP Project

mentioned that BHEL has completed the pre-requisite conditions as per check list and GIS erection, testing & commissioning activities can be started from the specified date. This date will be taken a start date/ zero date for start of GIS erection testing & commissioning activities.

Note:

- 1) LD shall be calculated as per activity schedule of NIT.
- 2) In case of Services, delays (if any) shall be certified by concern site in-charge.
- 3) ****Total Purchase Order Value for considering Liquidity Damages (LD)= (Total Ex-works +F&I +Total Service charges excluding GST**

19. **A) PERFORMANCE BG (Clause No. 07 of GTC):** Supplier shall arrange to submit Performance BG / deposit, on a non-judicial stamp paper appropriate value along with first invoice or within 60 days from placement of Purchase Order (PO) whichever is earlier, of an amount equivalent to **3% (Three percent)** of the PO Ex-works value.

Validity of PERFORMANCE BG shall cover the defect liability period with extra 3 months claim period over and above.

BG for Main supply items, Maintenance equipment and Spares shall be submitted separately.

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

Note- Notes as mentioned in GTC shall be applicable.

B) ADDITIONAL PERFORMANCE BG: 3% of Total cost of Supply of GIS Equipment including Taxes (of end Customer's Contract) shall be submitted by OEM of GIS to the Owner (OPTCL), which shall be valid till 60 months from the date of commissioning, plus three months.

20. **PRICE BID FORMAT:** Bidder to quote their best prices strictly in BHEL's prescribed format of NIT, else their offer shall be liable to be rejected. Bidder has to mention "quoted" (in each applicable cell) in UN-PRICED BID. In case that cell is Not Applicable, "NA" must be mentioned in that particular cell. Prices shall be mentioned in Price bid schedule only. In case during detailed engineering stage, wherever, it is mentioned as NA (not applicable), is to be supplied, bidder shall supply the same without any cost and delivery implication to BHEL.

21. **REVERSE AUCTION (clause no. 33 of GTC)- APPLICABLE**

Reverse Auction (RA) shall be conducted for this tender enquiry. Revised guidelines of BHEL w.e.f. 08-03-2021 are applicable & same are available on www.bhel.com. Bidders to give their acceptance along with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids.

SPECIAL TERMS & CONDITIONS

SUPPLY & SERVICES OF 220kV GIS AND ASSOCIATED EQUIPMENTS FOR OPTCL ERSAMA, PARADEEP Project

22. **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:

80% of ex-works along with 100% value of GST & 100% F & I Charges payment within 60 days (45 days for micro & Small) from the date of receipt of complete GST 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 60 days (45 days for micro & Small) 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 **06** months from the date of last supply for the reasons not attributable to supplier, supplier may claim this 10% payment of supply portion by furnishing following documents:

- 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.

SPECIAL TERMS & CONDITIONS

SUPPLY & SERVICES OF 220kV GIS AND ASSOCIATED EQUIPMENTS FOR OPTCL ERSAMA, PARADEEP Project

C: 10% of ex-works value payment of total invoice value against completion of final engineering documentation as per technical specification and completion of supervision activity within 60 days (45 days for micro & Small) 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 for **Supervision of Erection, Testing & Commissioning** along with applicable GST shall be made on prorata basis/ activity wise, within 60 days (45 days for micro & Small) from the date of receipt of complete GST compliant Tax invoice along with Certificate of Supervision completion of respective activity issued by BHEL Site Official / Construction Management in 3 sets (Original + 2 copies).

23. **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.

24. **VALIDITY OF PURCHASE ORDER:** 2 years from the date of PO.

25. 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 & subsequent order No.A-1/2021-FSC-Part-(5) dated 16.11.2021 of MOP. 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

26. **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, failing which bidder's offer shall be liable for rejection.

The Integrity Pact shall be issued as part of the bidding documents and shall be returned by the bidder along with the techno-commercial bid, duly signed by the authorized official of the bidder/ vendor/ 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.

SPECIAL TERMS & CONDITIONS**SUPPLY & SERVICES OF 220kV GIS AND ASSOCIATED EQUIPMENTS
FOR OPTCL ERSAMA, PARADEEP Project****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

27. 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.

28. 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.

**29. 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).

30. ARBITRATION (Clause No. 19 of GTC): This clause shall be read as per **Annexure-D**.**31. Risk and Cost:** Applicable as per **Annexure-H**.**32. HEALTH, SAFETY AND ENVIRONMENT (HSE) OF BHEL:** BHEL has their own Health, safety and environment. HSE policy is enclosed for bidder's reference.**33. 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

SPECIAL TERMS & CONDITIONS

SUPPLY & SERVICES OF 220kV GIS AND ASSOCIATED EQUIPMENTS FOR OPTCL ERSAMA, PARADEEP Project

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.

34. CONFIDENTIALITY CLAUSE (Clause No.42 of GTC): In addition to the content of said clause of GTC, following is also included under this clause-

Seller and Buyer (as to information disclosed, the "Disclosing Party") may each provide the other party (as to information received, the "Receiving Party") with Confidential Information in connection with this Contract. "Confidential Information" means (a) information that is designated in writing as "confidential" or "proprietary" by Disclosing Party at the time of written disclosure, and (b) information that is orally designated as "confidential" or "proprietary" by Disclosing Party at the time of oral or visual disclosure and is confirmed to be "confidential" or "proprietary" in writing within twenty (20) days after the oral or visual disclosure. In addition, prices for Products and Services shall be considered Seller's Confidential Information. Receiving Party agrees: (i) to use the Confidential Information only in connection with the Contract and use of Products and Services, (ii) to take reasonable measures to prevent disclosure of the Confidential Information to third parties, and (iii) not to disclose the Confidential Information to a competitor of Disclosing Party. each Disclosing Party warrants that it has the right to disclose the information that it discloses. Neither Buyer nor Seller shall make any public announcement about the Contract without prior written approval of the other party.

The obligations shall not apply, however, regarding each receiving Party hereunder, to any information which:

1. was in that receiving Party's possession without an obligation to confidentiality prior to receipt from the disclosing Party;
2. is at the time of disclosure already in the public domain or subsequently becomes available to the public through no breach of this Agreement by that receiving Party;
3. is lawfully obtained by that receiving Party from a third party without an obligation to confidentiality, provided such third party is not, to that receiving Party's knowledge, in breach of any obligation to confidentiality relating to such information;
4. is developed by that receiving Party independently of any Confidential Information; or
5. is approved for release by written agreement of the disclosing Party;
6. is required by any applicable stock exchange listing rules or under the Indian Companies Act, 1956;
7. information which is required to be disclosed for compliance with applicable law, rule, regulation or court order or other compulsory process of a court, arbitral tribunal or any other government body.

SPECIAL TERMS & CONDITIONS

SUPPLY & SERVICES OF 220kV GIS AND ASSOCIATED EQUIPMENTS FOR OPTCL ERSAMA, PARADEEP Project

35. **No nuclear use:** Products and Services sold by Seller are not intended for use in connection with any nuclear facility or activity, and Buyer warrants that it shall not use or permit others to use Products or Services for such purposes, without the advance written consent of Seller. If, in breach of this, any such use occurs, Seller (and its parent, affiliates, suppliers and subcontractors) disclaims all liability for any nuclear or other damage, injury or contamination, and, in addition to any other rights of Seller, Buyer shall indemnify and hold Seller (and its parent, affiliates, suppliers and subcontractors) harmless against all such liability. Consent of Seller to any such use, if any, will be conditioned upon additional terms and conditions that Seller determines to be acceptable for protection against nuclear liability.
36. **Force Majeure (Clause No.24 of GTC):** In addition to the content of said clause of GTC, Pandemic, COVID-19, etc. are also included under this clause.
37. **Special Condition:** Inspection cost for the inspectors is to be borne by vendor. Details are as per **Annexure-F**. In Annexure-F, Contractor shall mean the Vendor.
38. 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) **Annexure-F** (reg. Inspection cost)
- k) General Terms and Condition of NIT.
- l) BHEL'S PRICE BID FORMAT.
- 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**)

Activity Schedule for PO-1 (Main Supply Items- "A", Service Items "D" and/ or any other item not covered in PO- 2 & PO- 3)

SI. NO.	Activity	ACTIVITY TIME IN WEEKS	REMARKS IF ANY
A. Supply			
1	Order acknowledgement by vendor	1 Week	Supplier scope. PO date shall be considered as Zero Date.
2	Inputs to vendor from BHEL after issue of PO	2 Weeks	BHEL scope. Please refer Annexure-B of Technical Specification for details.
3	Submission of Documents necessary for getting manufacturing clearance like Drawings, Data sheet etc.		Supplier scope. To be quoted inline with proposed delivery plan mentioned in STC. Please refer Annexure-B of Technical Specification for details.
4	Review and Approval of documents from BHEL/Customer and issue of manufacturing clearance.	8 Weeks	BHEL scope. Please refer Annexure-B of Technical Specification for details.
5	Manufacturing time (after Manufacturing Clearance from BHEL) along with Inspection Call (ie. Time from Manufacturing Clearance date and inspection date mentioned in inspection call)		Supplier scope. To be quoted inline with proposed delivery plan mentioned in STC.
6	BHEL/ customer Inspection & dispatch clearance	2 Weeks	BHEL scope
7	Dispatch	2 Weeks	Supplier scope
	Total time for supply		
B. Services at site			
8	Joint checking including surveying, levelling and marking of GIS Hall/ building floor and other associated GIB/ equipment foundations		BHEL/Supplier scope. The date on which site is declared ready jointly by vendor & BHEL site for ETC activities of GIS, shall be considered as Zero date.
9	Supervision of installation of GIS Bays and its associated work including LCC, cable trays, cabling and earthing work		BHEL/Supplier scope.
11	Testing and pre-commissioning of GIS Bays and its associated work including LCC, cable trays, cabling and earthing work		Supplier scope.
12	HV testing and commissioning of GIS		Supplier scope.
	Total time for service		
	TOTAL COMPLETION TIME (SUPPLY+SERVICES)		

- Note:
1. Supplier must ensure the completeness and correctness of the requisite drawings/documents before submission for approval.
 2. Inspection call should be raised Two (02) weeks in advance before inspection date. Inspection call should be given in the prescribed format only (enclosed). Inspection calls not in the prescribed format shall not be entertained.
 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 Delivery date will be re-fixed accordingly based on bidder's request & delay analysis.

Activity Schedule for PO-2 (Mandatory Spares, BOQ item no. B& C of TS)

SI. NO.	Activity	ACTIVITY TIME IN WEEKS	REMARKS IF ANY
1	Order acknowledgement by vendor	1 Week	Supplier scope. PO date shall be considered as Zero Date.
2	Inputs to vendor from BHEL after issue of PO	2 Weeks	BHEL scope. Please refer Annexure-B of Technical Specification for details.
3	Submission of Documents necessary for getting manufacturing clearance like Drawings, Data sheet etc.		Supplier scope. To be quoted inline with proposed delivery plan mentioned in STC. Please refer Annexure-B of Technical Specification for details.
4	Review and Approval of documents from BHEL/Customer and issue of manufacturing clearance.	8 Weeks	BHEL scope. Please refer Annexure-B of Technical Specification for details.
5	Manufacturing time (after Manufacturing Clearance from BHEL) along with Inspection Call (ie. Time from Manufacturing Clearance date and inspection date mentioned in inspection call)		Supplier scope. To be quoted inline with proposed delivery plan mentioned in STC.
6	BHEL/ customer Inspection & dispatch clearance	2 Weeks	BHEL scope
7	Dispatch	2 Weeks	Supplier scope
	Total time for supply		
Note:	<p>1. Supplier must ensure the completeness and correctness of the requisite drawings/documents before submission for approval.</p> <p>2. Inspection call should be raised Two (02) weeks in advance before inspection date. Inspection call should be given in the prescribed format only (enclosed). Inspection calls not in the prescribed format shall not be entertained.</p> <p>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 Delivery date will be re-fixed accordingly based on bidder's request & delay analysis.</p>		



TENDER ENQUIRY NO.

DATED:

SCHEDULE OF TECHNICAL DEVIATION

The following are the deviations/ variations exception from the Specification:

SL. No.	CLAUSE NO. OF GENERAL TERMS AND CONDITION	STATEMENT OF DEVIATION/ VARIATIONS/EXCEPTIONS

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 Special Terms and Conditions & General Terms and Conditions & Specifications.

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

Note 1: Continuation Sheets of like size and format may be used as per the Bidder's Requirement and shall be annexed to this scheduled.

Note.2 Deviations (if nay) shall be mentioned in this format only. Deviations mentioned elsewhere, shall not be considered.

NAME & SEAL OF TENDERER



TENDER ENQUIRY NO.

DATED:

SCHEDULE OF COMMERCIAL DEVIATION

The following are the deviations/ variations exception from the General Terms and Conditions:

SL. No.	CLAUSE NO. OF GENERAL TERMS AND CONDITION	STATEMENT OF 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 Special Terms and Conditions & General Terms and Conditions.

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

Note:1 Continuation Sheets of like size and format may be used as per the Bidder's Requirement and shall be annexed to this scheduled.

Note.2 Deviations (if nay) shall be mentioned in this format only. Deviations mentioned elsewhere, shall not be considered.

NAME & SEAL OF TENDERER

UN-PRICED BID FORMAT

Validate Print Help [Item Wise BoQ](#)

Tender Inviting Authority: BHEL TBG NOIDA

Name of Work: 220kV GIS for OPTCL Ersama, Paradeep Project

Enquiry/NIT No:

Name of the Bidder/ Bidding Firm / Company :	
--	--

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 #	TEXT #	NUMBER #	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Item Code / Make	Quantity	Units	Quoted Currency in INR / Other Currency	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	12	13	14	15	16	20	21	51	53	54	55
1.01	SUPPLY- GIS : 220KV, 3150A, DOUBLE MAIN BUS SCHEME-ICT/ TRANSFORMER GIS BAY MODULE	item1	2	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
1.02	SUPPLY- GIS : 220KV, 3150A, DOUBLE MAIN BUS SCHEME - LINE GIS BAY	item2	4	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
1.03	SUPPLY- GIS : 220KV, 3150A, DOUBLE MAIN BUS SCHEME - BUS COUPLER GIS BAY	item3	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
1.04	SUPPLY- GIS : 220KV, 3150A, DOUBLE MAIN BUS SCHEME- BUSBAR GIS MODULE	item4	2	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
1.05	SUPPLY- GIS : 220KV, 3150A, DOUBLE MAIN BUS SCHEME-BUS VT MODULES FOR MAIN BUSES	item5	2	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
1.06	SUPPLY- GIS : 220KV, 3150A, DOUBLE MAIN BUS SCHEME-GAS INSULATED BUS DUCT FROM GIS BAY MODULES UPTO SF6 AIR BUSHINGS OF OUTGOING LINES/ ICT (INCLUDES BOTH INDOOR & OUTDOOR BUS DUCT)	item6	750	MTR	INR			0.00			0.00		0.000	0.000	INR Zero Only
1.07	SUPPLY- GIS : 220KV, 3150A, SF6 TO AIR BUSHING	item7	18	NO	INR			0.00			0.00		0.000	0.000	INR Zero Only
1.08	SUPPLY- GIS : 220KV, INTERFACE MODULE FOR FUTURE EXTENSION OF GIS	item8	2	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
1.09	SUPPLY- GIS : 220KV, 3150A, DOUBLE MAIN BUS SCHEME-GIS BUS BAR MODULE FOR CONNECTION BETWEEN BAYS	item9	2	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
1.10	SUPPLY- GIS : 220KV, LOCAL CONTROL CUBICLE	item10	9	NO	INR			0.00			0.00		0.000	0.000	INR Zero Only
1.11	SUPPLY- GIS : 220KV, 3150A, DOUBLE MAIN BUS SCHEME - SF6 GAS REQUIRED FOR PLACING GIS INTO SUCCESSFUL OPERATION	item11	5	MT	INR			0.00			0.00		0.000	0.000	INR Zero Only
1.12	SUPPLY- GIS : 220KV, 3150A, DOUBLE MAIN BUS SCHEME - STRUCTURE MATERIAL INCLUDING FOUNDATION BOLTS, EMBEDDED ITEMS, RAILS AND/ OR OTHER MATERIALS ETC.	item12	40	MT	INR			0.00			0.00		0.000	0.000	INR Zero Only
1.13	SUPPLY- GIS : 220KV, 3150A, DOUBLE MAIN BUS SCHEME - EARTHING MATERIALS INCLUDING HIGH FREQUENCY EARTHING, IF APPLICABLE	item13	1	LOT	INR			0.00			0.00		0.000	0.000	INR Zero Only
2.01	SPARES- GIS : 220KV, SPARES VOLTAGE TRANSFORMER - GAS INSULATED COMPLETE PT OF EACH TYPE AND RATING WITH ENCLOSURE	item14	1	NO	INR			0.00			0.00		0.000	0.000	INR Zero Only

Validate Print Help [Item Wise BoQ](#)

Tender Inviting Authority: BHEL TBG NOIDA

Name of Work: 220kV GIS for OPTCL Ersama, Paradeep Project

Enquiry/NIT No:

Name of the Bidder/ Bidding Firm / Company :	
--	--

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 #	TEXT #	NUMBER #	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Item Code / Make	Quantity	Units	Quoted Currency in INR / Other Currency	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	12	13	14	15	16	20	21	51	53	54	55
2.02	SPARES- GIS : 220KV, SPARES CURRENT TRANSFORMER - GAS INSULATED COMPLETE CT OF EACH TYPE AND RATING WITH ENCLOSURE	item15	1	NO	INR			0.00			0.00		0.000	0.000	INR Zero Only
2.03	SPARES- GIS : MANDATORY SPARES SUITABLE FOR GIS - SF6 GAS PRESSURE RELIEF DEVICE	item16	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
2.04	SPARES- GIS : MANDATORY SPARES SUITABLE FOR GIS - SF6 PRESSURE GAUGE WITH COUPLING DEVICE CUM SWITCH OR DENSITY MONITORS AND PRESSURE SWITCH, AS APPLICABLE	item17	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
2.05	SPARES- GIS : MANDATORY SPARES SUITABLE FOR GIS CIRCUIT BREAKER - TRIP COIL ASSEMBLY WITH RESISTOR, AS APPLICABLE	item18	6	NO	INR			0.00			0.00		0.000	0.000	INR Zero Only
2.06	SPARES- GIS : MANDATORY SPARES SUITABLE FOR GIS CIRCUIT BREAKER - CLOSING COIL ASSEMBLY WITH RESISTOR, AS APPLICABLE	item19	6	NO	INR			0.00			0.00		0.000	0.000	INR Zero Only
2.07	SPARES- GIS : 220KV, SPARES GENERAL - ALL TYPES OF CONTROL VALVES FOR SF6 GAS OF EACH TYPE	item20	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
2.08	SPARES- GIS : 220KV, SPARES GENERAL - LOCKING DEVICE TO KEEP THE DIS-CONNECTORS (ISOLATORS) AND EARTHING SWITCHES IN CLOSE OR OPEN POSITION IN CASE OF REMOVAL OF THE DRIVING MECHANISM	item21	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
2.09	SPARES- GIS : 220KV, SPARES GENERAL - SF6 TO AIR BUSHING OF EACH TYPE & RATING	item22	1	NO	INR			0.00			0.00		0.000	0.000	INR Zero Only
2.10	SPARES- GIS : 220KV, SPARES GENERAL - SPARES FOR LOCAL CONTROL CABINET INCLUDING MCB, FUSES, TIMERS, AUX RELAY OF EACH TYPE & RATING TERMINAL OF EACH TYPE	item23	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
2.11	SPARES- GIS : 220KV, MANDATORY SPARES SUITABLE FOR GIS CIRCUIT BREAKER - AUXILIARY CONTACTS	item24	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
2.12	SPARES- GIS : 220KV, MANDATORY SPARES SUITABLE FOR GIS DISCONNECTOR - LIMIT SWITCHES AND AUXILIARY SWITCH FOR DISCONNECTOR AND EARTH SWITCH	item25	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
2.13	SPARES- GIS : MANDATORY SPARES SUITABLE FOR GIS - SF6 GAS IN NON-RETURNABLE CYLINDERS	item26	2	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
2.14	SPARES- GIS : 220KV, MANDATORY SPARES SUITABLE FOR GIS CIRCUIT BREAKER - SPRING CHARGING MOTOR	item27	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only

Tender Inviting Authority: BHEL TBG NOIDA

Name of Work: 220kV GIS for OPTCL Ersama, Paradeep Project

Enquiry/NIT No:

Name of the Bidder/ Bidding Firm / Company :	
--	--

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 #	TEXT #	NUMBER #	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Item Code / Make	Quantity	Units	Quoted Currency in INR / Other Currency	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	12	13	14	15	16	20	21	51	53	54	55
2.15	SPARES- GIS : 220KV, MANDATORY SPARES SUITABLE FOR GIS CIRCUIT BREAKER - COMPLETE DRIVE FOR SINGLE PHASE CIRCUIT BREAKER	item28	1	NO	INR			0.00			0.00		0.000	0.000	INR Zero Only
2.16	SPARES- GIS : 220KV, MANDATORY SPARES SUITABLE FOR GIS DISCONNECTOR - COMPLETE DRIVE MECHANISM- FOR DISCONNECTOR SWITCH AND GROUND SWITCH	item29	1	NO	INR			0.00			0.00		0.000	0.000	INR Zero Only
2.17	SPARES- GIS : 220KV, MANDATORY SPARES SUITABLE FOR GIS DISCONNECTOR - MOTOR FOR DISCONNECTOR SWITCH AND GROUND SWITCH	item30	1	NO	INR			0.00			0.00		0.000	0.000	INR Zero Only
2.18	SPARES- GIS : 220KV, MANDATORY SPARES SUITABLE FOR GIS DISCONNECTOR - DRIVE MECHANISM- FOR FAST EARTHING SWITCH	item31	1	NO	INR			0.00			0.00		0.000	0.000	INR Zero Only
2.19	SPARES- GIS : 220KV, MANDATORY SPARES SUITABLE FOR GIS DISCONNECTOR - MOTOR FOR DRIVE MECHANISM- FOR FAST EARTHING SWITCH	item32	1	NO	INR			0.00			0.00		0.000	0.000	INR Zero Only
2.20	SPARES- GIS : MANDATORY SPARES SUITABLE FOR GIS CIRCUIT BREAKER - RUPTURE DISC	item33	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
2.21	SPARES- GIS : 220KV, MANDATORY SPARES SUITABLE FOR GIS VOLTAGE TRANSFORMER - RUPTURE DISC	item34	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
2.22	SPARES- GIS : 220KV, MANDATORY SPARES SUITABLE FOR GIS - LIMIT SWITCH & AUXILIARY SWITCH	item35	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
2.23	SPARES- GIS : 220KV, RUPTURE DISC FOR OTHER COMPARTMENTS	item36	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
2.24	SPARES- GIS : 220KV, SUPPORT INSULATOR	item37	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
2.25	SPARES- GIS : 220KV, OPERATION & MAINTENANCE SPARES	item38	1	LOT	INR			0.00			0.00		0.000	0.000	INR Zero Only
3.01	SUPPLY- GIS : 220KV, REF UNIT PRICE ITEM :CIRCUIT BREAKER (1 POLE COMPLETE WITH ENCLOSURE WITHOUT OPERATING MECHANISM)	item39	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
3.02	SUPPLY- GIS : 220KV, REF UNIT PRICE ITEM : DISCONNECTOR WITHOUT OPERATING MECHANISM	item40	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
3.03	SUPPLY- GIS : 220KV, REF UNIT PRICE ITEM : MAINTENANCE EARTHING SWITCH WITHOUT OPERATING MECHANISM	item41	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
3.04	SUPPLY- GIS : 220KV, REF. UNIT PRICE OF GIS INDIVIDUAL ITEM/ EQUIPMENT-HIGH SPEED EARTH SWITCH/ HIGH SPEED MAKE PROOF GROUNDING SWITCH WITHOUT OPERATING MECHANISM	item42	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only

Tender Inviting Authority: BHEL TBG NOIDA

Name of Work: 220kV GIS for OPTCL Ersama, Paradeep Project

Enquiry/NIT No:

Name of the Bidder/ Bidding Firm / Company :	
--	--

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 #	TEXT #	NUMBER #	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Item Code / Make	Quantity	Units	Quoted Currency in INR / Other Currency	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	12	13	14	15	16	20	21	51	53	54	55
3.05	SUPPLY- GIS : 220KV, REF. UNIT PRICE OF GIS INDIVIDUAL ITEM/ EQUIPMENT - SURGE ARRESTOR INCLUDING SURGE COUNTER	item43	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
3.06	SUPPLY- GIS : 220KV, REF UNIT PRICE ITEM : CURRENT TRANSFORMER OF CLASS P5	item44	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
3.07	SUPPLY- GIS : 220KV, REF UNIT PRICE ITEM : CURRENT TRANSFORMER OF CLASS 0.25	item45	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
3.08	SUPPLY- GIS : 220KV, REF. UNIT PRICE OF GIS INDIVIDUAL ITEM/ EQUIPMENT - VOLTAGE TRANSFORMER	item46	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
3.09	SUPPLY- GIS : 220KV, 3150A, REF. UNIT PRICE OF GIS INDIVIDUAL ITEM/ EQUIPMENT - OPERATING MECHANISM FOR CIRCUIT BREAKER	item47	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
3.10	SUPPLY- GIS : REF. UNIT PRICE OF GIS INDIVIDUAL ITEM/ EQUIPMENT - OPERATING MECHANISM BOX FOR DISCONNECTOR	item48	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
3.11	SUPPLY- GIS : REF. UNIT PRICE OF GIS INDIVIDUAL ITEM/ EQUIPMENT - OPERATING MECHANISM FOR SAFETY EARTHING SWITCH	item49	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
3.12	SUPPLY- GIS : REF. UNIT PRICE OF GIS INDIVIDUAL ITEM/ EQUIPMENT- OPERATING MECHANISM FOR HIGH SPEED MAKE PROOF EARTHING SWITCH	item50	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
3.13	SUPPLY- GIS : 220KV, REF. UNIT PRICE OF GIS INDIVIDUAL ITEM/ EQUIPMENT - 1 PHASE BUS BAR CONDUCTOR	item51	1	MTR	INR			0.00			0.00		0.000	0.000	INR Zero Only
3.14	SUPPLY- GIS : 220KV, REF. UNIT PRICE OF GIS INDIVIDUAL ITEM/ EQUIPMENT - 1-PHASE GIS METALLIC ENCLOSURE FOR BUS BAR/ ANY EQUIPMENT	item52	1	MTR	INR			0.00			0.00		0.000	0.000	INR Zero Only
3.15	SUPPLY- GIS : 220KV, REF. UNIT PRICE OF GIS INDIVIDUAL ITEM/ EQUIPMENT - 1-PHASE CONDUCTOR FOR BUS DUCT	item53	1	MTR	INR			0.00			0.00		0.000	0.000	INR Zero Only
3.16	SUPPLY- GIS : 220KV, REF. UNIT PRICE OF GIS INDIVIDUAL ITEM/ EQUIPMENT - 1-PHASE GIS METALLIC ENCLOSURE FOR BUS DUCT	item54	1	MTR	INR			0.00			0.00		0.000	0.000	INR Zero Only
3.17	SUPPLY- GIS : REF. UNIT PRICE OF GIS INDIVIDUAL ITEM/ EQUIPMENT - GAS PERMEABLE/ COMMUNICATION INSULATOR	item55	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only

Validate Print Help [Item Wise BoQ](#)

Tender Inviting Authority: BHEL TBG NOIDA

Name of Work: 220kV GIS for OPTCL Ersama, Paradeep Project

Enquiry/NIT No:

Name of the Bidder/ Bidding Firm / Company :	
--	--

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 #	TEXT #	NUMBER #	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Item Code / Make	Quantity	Units	Quoted Currency in INR / Other Currency	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	12	13	14	15	16	20	21	51	53	54	55
3.18	SUPPLY- GIS : 220KV, REF. UNIT PRICE OF GIS INDIVIDUAL ITEM/ EQUIPMENT - GAS NON- PERMEABLE/ NON - COMMUNICATION/ NON-BARRIER TYPE INSULATOR	item56	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
3.19	SPARES- GIS : REF UNIT PRICE ITEM : PD SENSOR(UHF TYPE)	item57	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
3.20	SUPPLY- GIS : 220KV, REF UNIT PRICE ITEM : PRESSURE/ DENSITY MONITOR DEVICE & SWITCH	item58	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
3.21	SUPPLY- GIS : REF. UNIT PRICE OF GIS INDIVIDUAL ITEM/ EQUIPMENT - PRESSURE RELIEF DEVICE	item59	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
3.22	SUPPLY- GIS : REF. UNIT PRICE OF GIS INDIVIDUAL ITEM/ EQUIPMENT- RUPTURE DISC	item60	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
3.23	SUPPLY- GIS : REF. UNIT PRICE OF GIS INDIVIDUAL ITEM/ EQUIPMENT - ELBOWS/ BEND/ CROSS AND T SECTION	item61	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
3.24	SUPPLY- GIS : REF. UNIT PRICE OF GIS INDIVIDUAL ITEM/ EQUIPMENT- EXPANSION JOINTS	item62	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
3.25	SUPPLY- GIS : REF. UNIT PRICE OF GIS INDIVIDUAL ITEM/ EQUIPMENT- FLEXIBLE CONNECTIONS	item63	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
3.26	SUPPLY- GIS : REF. UNIT PRICE OF GIS INDIVIDUAL ITEM/ EQUIPMENT - GAS SEALS	item64	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
4.01	SERVICES- GIS : 220KV, SITE VISIT FOR SUPERVISION OF UNLOADING & VERIFICATION OF MATERIALS FOR PROPER STORAGE & UP-KEEPING AT SITE	item65	1	LOT	INR			0.00			0.00		0.000	0.000	INR Zero Only
4.02	SERVICES- GIS : 220KV, SUPERVISION OF ERECTION OF GIS BAYS INCLUDING LCC	item66	1	LOT	INR			0.00			0.00		0.000	0.000	INR Zero Only
4.03	SERVICES- GIS : 220KV, SUPERVISION OF ERECTION OF GIS- FOR GAS INSULATED BUS DUCT	item67	750	MTR	INR			0.00			0.00		0.000	0.000	INR Zero Only
4.04	SERVICES- GIS : 220KV, SUPERVISION OF ERECTION OF GIS- FOR SF6 TO AIR BUSHING	item68	18	NO	INR			0.00			0.00		0.000	0.000	INR Zero Only
4.05	SERVICES- GIS : 220KV, TESTING & COMMISSIONING OF GIS BAYS INCLUDING LCC	item69	1	LOT	INR			0.00			0.00		0.000	0.000	INR Zero Only
4.06	SERVICES- GIS : 220KV, TESTING & COMMISSIONING OF GAS INSULATED BUS DUCT	item70	1	LOT	INR			0.00			0.00		0.000	0.000	INR Zero Only

Validate Print Help [Item Wise BoQ](#)

Tender Inviting Authority: BHEL TBG NOIDA

Name of Work: 220kV GIS for OPTCL Ersama, Paradeep Project

Enquiry/NIT No:

Name of the Bidder/ Bidding Firm / Company :	
--	--

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 #	TEXT #	NUMBER #	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Item Code / Make	Quantity	Units	Quoted Currency in INR / Other Currency	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	12	13	14	15	16	20	21	51	53	54	55
4.07	SERVICES- GIS : 220KV, TESTING & COMMISSIONING OF GIS- FOR SF6 TO AIR BUSHING	item71	1	LOT	INR			0.00			0.00		0.000	0.000	INR Zero Only
4.08	SERVICES- GIS : 220KV, FINAL SUCCESSFUL HV/ POWER FREQUENCY TESTING OF GIS INCLUDING ARRANGING OF HV TEST KIT ALONG WITH OPERATOR	item72	1	LOT	INR			0.00			0.00		0.000	0.000	INR Zero Only
4.09	SERVICES- GIS : 220KV, INSULATION CO-ORDINATION STUDIES FOR GIS SYSTEM	item73	1	LOT	INR			0.00			0.00		0.000	0.000	INR Zero Only
4.10	SERVICES- GIS : 220KV, FINAL DOCUMENTATION	item74	1	LOT	INR			0.00			0.00		0.000	0.000	INR Zero Only
5.01	SERVICES- GIS : 220KV, TRAINING FOR GIS AT MANUFACTURERS WORKS	item75	1	LOT	INR			0.00			0.00		0.000	0.000	INR Zero Only
5.02	SERVICES- GIS : 220KV, TRAINING FOR GIS AT SITE	item76	1	LOT	INR			0.00			0.00		0.000	0.000	INR Zero Only
6.01	SERVICES- GIS : REF. UNIT PRICE OF GIS INDIVIDUAL ITEM/ EQUIPMENT - SERVICES FOR SUPERVISION OF ERECTION OF GIS	item77	1	MANDAY	INR			0.00			0.00		0.000	0.000	INR Zero Only
6.02	SERVICES- GIS : REF. UNIT PRICE OF GIS INDIVIDUAL ITEM/ EQUIPMENT - SERVICES FOR TESTING & COMMISSIONING OF GIS	item78	1	MANDAY	INR			0.00			0.00		0.000	0.000	INR Zero Only
6.03	SERVICES- GIS : REF. UNIT PRICE OF GIS INDIVIDUAL ITEM/ EQUIPMENT - HIRING CHARGES OF HV TEST KIT WITH OPERATOR	item79	1	LOT	INR			0.00			0.00		0.000	0.000	INR Zero Only
6.04	SERVICES- GIS : REF UNIT REFERENCE PRICE OF GIS SERVICES- TO AND FRO TRAVELLING CHARGES OF VENDOR'S ENGINEER FROM THE VENDOR'S OFFICE/ FACTORY TO PROJECT SITE	item80	1	VISIT	INR			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													

Phasal Heavy Electricals Limited
 Project No: 220KV GAS SUBSTATION AT ERANDI, PALANPUR, GUJARAT
 Technical Specification: 220kV Gas Insulated Switchgear its accessories
 Doc No. TB-420-316-002 Rev 00

Sl. No.	ITEM	DETAILED DESCRIPTION/ REMARKS	Unit	Qty
A	<p>Supply- GIS: 220kV, 50kA, 3150A GIS double main bus scheme as per latest IEC standard & type tested equipment as per technical specification</p>	<p>The 220 KV, 3150A, 50kA for (3 sec for Bus Bar & CB) & 50kA for (1 sec for Disconnector, Grounding Switch, CT & VT, as applicable), Two Main Bus configuration GIS complete with local control centre (LCC) etc with open future proof & flexible system in line with IEC 61850 & IEC 62271-203. (Circuit breaker shall be C2 - M2 class as per IEC 62271-100).</p> <p>GIS shall comprise following bays but not limited to (Refer attached Single Line Diagram),</p> <p>a) Two (2) Sets of fully equipped ICT Bays b) Four (4) Sets of fully equipped Line Bays. c) One (1) Set of fully equipped Bus Coupler Bay d) Two (2) Sets of fully equipped Bus Voltage Transformer Bays with Bus Isolator and Grounding Switches.</p> <p>Typical bay includes but not limited to SF6 gas, Single Phase (isolated) Busbar, circuit breaker, current transformer, bus-bar disconnectors with common grounding switch, Motorised disconnectors with safety grounding switch(es), high speed fault making motorised grounding switch, Local control cubicle, SF6 gas monitoring system for complete GIS, SF6 bus duct termination arrangement including SF6 to air bushing module, PD sensor (adequate number of UHF sensors in the offered GIS equipment for detection of Partial discharge (of 5 pC and above) as per IEC 60270 through Partial Discharge (PD) monitoring system, different gas compartment, O- ring & gaskets, Nuts, Bolts & Washers Absorbent, Limit Switch etc. to complete GIS modules & its earthing arrangement for GIS equipment with earthing strips of adequate size (as per IEEE-80-2000 and CIGRE44 to protect operating staff against any hazardous touch voltages and electro-magnetic interferences) as per the technical specification.</p> <p>The Switchgear shall be complete with all necessary terminal boxes, inspection window, SF6 gas filling, inter-connecting wiring, grounding connections, gas monitoring equipment and piping, support structures etc.</p> <p>The scope of supply shall also include all erection and mounting hardwares and interconnecting power and control cables between GIS to LCC and between LCC to LCC including cable tray, glands, lugs, ferrules etc. However cables beyond LCC shall be supplied and laid by BHEL.</p>	<p>Header Item; Unit & Quantity as per A1 to A13 below.</p>	
A.1	<p>Fully Equipped 220kV, 50kA, 3150A GIS - ICT/ Transformer GIS bay module</p>	<p>220kV, 3150A, 50kA (3 sec for CB & 1 sec for Disconnector, Grounding Switch, CT, VT as applicable), SF6 gas-insulated metal enclosed ICT bay module. Each set shall be complete & shall comprise of but not limited to:</p> <p>a) ONE set of 3x1-phase, SF6 insulated Circuit Breaker, complete with operating mechanism b) THREE sets of 3-phase group operated Disconnector complete with manual and motor driven operating mechanisms. c) TWO sets of 3-phase, group operated maintenance Earthing Switches, complete with manual and motor driven operating mechanisms. d) ONE set of 3-phase, group operated High Speed Earthing Switches, complete with manual and motor driven operating mechanisms. e) TWO sets of 3x1-phase, multi ratio, Current Transformers as per single line diagram. (Core details & location wrt CB shall be finalised at detail engg. stage) f) UHF PD sensors, gas monitoring device, pressure relief device, busbar, insulators/ barriers, expansion joint/ flexible joints and other items as required.</p> <p>GIS bus duct, SF6 to air bushing module etc. are not included in this bay module and these items are covered in separate items in the BOQ.</p>	<p>Set</p>	<p>2</p>

A.2	Fully Equipped 220kV, 50kA, 3150A GIS - Line bay module	<p>220kV, 3150A, 50kA (3 sec for CB & 1 sec for Disconnector, Grounding Switch, CT, VT as applicable), SF6 gas-insulated metal enclosed LINE bay module. Each set shall be complete & shall comprise of but not limited to:</p> <ul style="list-style-type: none"> a) ONE set of 3x1-phase, SF6 insulated Circuit Breaker, complete with operating mechanism b) THREE sets of 3-phase group operated Disconnector complete with manual and motor driven operating mechanisms. c) TWO sets of 3-phase, group operated maintenance Earthing Switches, complete with manual and motor driven operating mechanisms. d) ONE set of 3-phase, group operated High Speed Earthing Switches, complete with manual and motor driven operating mechanisms. e) TWO sets of 3x1-phase, multi ratio, Current Transformers as per single line diagram. (Core details & location wrt CB shall be finalised at detail engg. stage) f) ONE set of 3x1-phase, 3-secondary, Voltage Transformer as per single line diagram. g) UHF PD sensors, gas monitoring device, pressure relief device, busbar, insulators/ barriers, expansion joint/ flexible joints and other items as required. <p>GIS bus duct, SF6 to air bushing module etc. are not included in this bay module and these items are covered in separate items in the BOQ.</p>	Set	4
A.3	Fully Equipped 220kV, 50kA, 3150A GIS -Buscoupler GIS bay module	<p>220kV, 3150A, 50kA (3 sec for CB & 1 sec for Disconnector, Grounding Switch, CT, VT as applicable), SF6 gas-insulated metal enclosed BUS COUPLER bay module. Each set shall be complete & shall comprise of but not limited to:</p> <ul style="list-style-type: none"> a) ONE set of 3x1-phase, SF6 insulated Circuit Breaker, complete with operating mechanism b) TWO sets of 3-phase group operated Disconnector complete with manual and motor driven operating mechanisms. c) TWO sets of 3-phase, group operated maintenance Earthing Switches, complete with manual and motor driven operating mechanisms. d) TWO sets of 3x1-phase, multi ratio, Current Transformers as per single line diagram. (Core details & location wrt CB shall be finalised at detail engg. stage) e) UHF PD sensors, gas monitoring device, pressure relief device, busbar, insulators/ barriers, expansion joint/ flexible joints and other items as required. <p>GIS bus duct, SF6 to air bushing module etc. are not included in this bay module and these items are covered in separate items in the BOQ.</p>	Set	1
A.4	220kV, 50kA, 3150A GIS - Busbar GIS module	<p>One set of three single phase (isolated), 220kV, 3150A, 50kA for 3 sec, SF6 gas-insulated metal enclosed bus bars, each comprising of but not limited to:</p> <ul style="list-style-type: none"> a) Three individual 3150A bus bars enclosures running across the length of the switchgear to inter connect each of the circuit breaker bay modules in one and half breaker bus system. b) UHF PD sensors, Gas monitoring systems, pressure switches, telescopic enclosure etc. as required. c) Barriers <p>Length of bus bar to be indicated by bidder.</p>	Set	2

A.5	220kV, 50kA, 3150A GIS - Bus VT Modules for Main Buses	220kV, 50kA (1 sec for Disconnector, Grounding Switch, CT, VT as applicable), 3150A, SF6 gas insulated Bus VT bay module, Disconnector module with Earth switches connected to Main Bus Bars, each comprising of but not limited to: b) ONE set of 3-phase group operated Disconnector complete with manual and motor driven operating mechanisms. c) TWO sets of 3x1-phase, group operated maintenance Earthing Switches, complete with manual and motor driven operating mechanisms. d) ONE set of 3x1-phase, 3-secondary, Voltage Transformer as per single line diagram. e) UHF PD sensors, gas monitoring device, pressure relief device, busbar, insulators/ barriers, expansion joint/ flexible joints and other items as required.	Set	2
A.6	220kV, 50kA, 3150A GIS - Gas Insulated Bus Duct from GIS bay modules upto SF6 Air bushings of Outgoing Lines/ ICT (includes both indoor & outdoor Bus Duct)	220kV, 50kA for 3 sec for insulated Bus Duct, 3150A ,SF6 gas insulated GIS Bus Duct shall be complete & shall comprise of but not limited to: a) Single phase (isolated) SF6 ducts along with all accessories, bends, joints etc to connect 220kV GIS bay modules to SF6 Air bushings of Outgoing Lines/ ICT (includes both indoor & outdoor Bus Duct) b) UHF PD sensors, Gas monitoring devices, barriers, pressure switches, etc. as required. The service condition shall be as per IEC-62271-203- (Special - Outdoor) to be followed]outside GIS Hall The total tentative length indicated is the sum of all 1 phase SF6 bus duct from end of respective bay to SF6 to air bushing/ connection. However, exact length shall be decided during detailed engineering stage. (The GIBus duct length is to be calculated from the end of the GIS module and shall include both the indoor and outdoor GIB)	Mtr	750
A.7	220kV, 50kA, 3150A GIS - SF6 to air bushing	220kV, 3150A, 50 kA for 1 sec, 31mm/kV creepage, SF6 to Air Bushing for Over head connection of Line/ICT bays with GIS. Bushing shall be of Polymer / composite insulator type and shall be seamless sheath of a silicone rubber compound. The hollow silicone composite insulators shall comply as per IEC 61462 and the relevant parts of IEC 62217. The design of the composite insulators shall be tested and verified according to IEC 61462	No	18

A.8	220kV, 50kA, 3150A GIS - Bus bar GIS Module for Future Extension	<p>220kV, 50kA (3 sec for Bus bar & 1 sec for Disconnecter, Grounding Switch), 3150A, Bus bar module for future extension, comprising of following but not limited to,</p> <p>(a) ONE set of 3-phase group operated Disconnecter complete with manual and motor driven operating mechanisms.</p> <p>b) ONE set of 3x1-phase, group operated maintenance Earthing Switches, complete with manual and motor driven operating mechanisms.</p> <p>c) Suitable Gas Tight Spacers/ compartments shall be provided at the end where the Future Extension is foreseen. 3 phase isolated GIS bus module shall be used for future extension of bus bars, and accordingly, bidder shall propose the arrangement as per their type tested design.</p> <p>d) UHF PD sensors, gas monitoring device, pressure relief device, insulator, expansion joint/ flexible joints etc. as required.</p> <p>Please refer clause 3.1, 3.1.14, 3.1.17, 3.2.5.1 and 13.0 of Section-2 of technical specification and mentioned elsewhere in Technical Specification.</p>	Set	2
A.9	220kV, 50kA, 3150A GIS - GIS Bus bar Module for Connection between bays	<p>220kV, 50kA (3 sec for Bus bar), 3150A, Bus bar module for connection between bays, comprising of following but not limited to,</p> <p>(a) 3 phase isolated Bus bar module section shall be used for connection between sections of bus bars to create electrical connectivity due to shifting of GIS bays, arising due to civil and architectural requirements or expansion joint in the building that houses GIS.</p> <p>(b) This module shall include the bellows/ compensators like lateral mounting units, Axial compensators, Parallel compensators, tolerance compensators and vibration compensators etc. as per requirements.</p> <p>c) UHF PD sensors, gas monitoring device, pressure relief device, insulator, expansion joint/ flexible joints etc. as required.</p> <p>It shall be in line with clause 3.1.19, 3.2.8.1 of Section-2 of technical specification and mentioned elsewhere in Technical Specification.</p>	Set	2
A.10	220kV GIS - Local Control Centre (LCC)	<p>Local Control Cabinets (LCC) for LINE/ICT/ LINES/ BUS VT bays including cables between GIS & LCC.</p> <p>Please refer clause of 3.2.11 of section 2 and mentioned elsewhere in Technical Specification.</p>	Nos.	9
A.11	220kV GIS - SF6 gas required for placing GIS into successful operation	<p>First filling of SF6 gas for the equipment supplied plus an additional quantity sufficient for conducting all tests on equipment at site before placing it into successful operation.</p> <p>Additionally, 10% of total quantity of SF6 gas shall also be supplied in non returnable cylinders as spare requirement.</p> <p>Bidder to indicate quantity with break up.</p> <p>Please refer clause 3.1.4, 3.1.7, 3.1.9, 3.1.11 of section 2 and mentioned elsewhere in Technical Specification.</p>	MT	5

A.12	220kV GIS - Supply of structure Material for Installation of GIS including support structure for GIS ducts, SF6 to air bushings, supports, platforms, ladders, foundation bolts, embedded parts in floors, Rails etc., which are required for installation of GIS as per the specification. (The civil works will be done based on supplier design & drawings).	Structure Materials for support of GIS, Bus Ducts, SF6 to air bushing/ connection including Foundation Bolts, Embedded Items, Rails and/ or any other structural items required. All steel structure members shall be hot-dip galvanized after fabrication. Unless otherwise specified, minimum mass of zinc coating for Galvanizing shall be 910 gm/square meter . All field assembly joints shall be bolted and hence, Field welding shall not be acceptable. Noncorrosive metal or plated steel shall be used for bolts and nuts throughout the work. Bidder shall provide suitable foundation channels and anchor bolts to support the switchgear assemblies. All anchor fasteners, mounting bolts, nuts and washers shall be provided to fasten the switchgear base frames to the foundation channels. In addition to above, supports, platforms, walkway, catwalk, foundation bolts, embedded parts in floors etc., are also included in the scope as per the specification, but not limited to the following, (a) Base Plate, Channel, Metallic / Structural Member for seating of GIS system (b) Lattice / Pipe structure required for GIS bay, GIB, SF6 to air bushing/ connection. (c) Foundation bolt / Anchor Fastener for GIS system, if required. (d) Equipment fixing hardware. (e) Cable tray arrangement (mounted on structures of) GIS bay, GIB, SF6 to air bushing/ connection. (f) Any other structural item required to complete the system in all respects but not limited to above. Please refer clause 3.1.16 of section 2 and mentioned elsewhere in Technical Specification. Bidder to indicate estimated weight in the bid (in MT) alongwith support documents & unit prices per MT in their offer. Bidder to quote in units as MT. Addition/deletion shall be on unit rate basis but only if there is any change in input.	MT	40
A.13	220kV, 50kA, 3150A GIS - Complete Earthing Materials including materials for High Frequency Earthing	Earthing Materials, except 40mm MS rod,75x10mm/ 50x6 GI Flat, which shall be provided by BHEL as free issue items, but, exact quantity requirement shall be intimated by bidder based on the approved earthing philosophy, and Supervision of erection of all earthing connection for GIS to Earth Mesh on Floor shall be in scope including any special requirements including high frequency earthing. In case, high frequency earthing is not required, necessary design and calculations shall be submitted by bidder in line with IEEE-80-2000 and CIGRE44 to protect operating staff against any hazardous touch voltages and electro-magnetic interferences as per the technical specification. For further details, Please refer Section-2 along with applicable drawing. Bidder shall define clearly what constitutes the main grounding bus of the GIS. Bidder must supply, commission the entire grounding work of GIS viz conductor, clamps, joints, bimetallic strips (for connection between different type of earthing materials), operating and safety platforms etc. Bidder shall provide suitable measure to mitigate transient enclosure voltage caused by high frequency currents caused by lightning strikes, operation of surge arrester, phase/earth fault and discharge between contracts during switching operation.	Lot	1
B	Supply- Mandatory Spares for 220kV GIS		Header Item; Unit & Quantity as per B1 to B24 below.	
B.1	220KV Gas Insulated Single phase voltage transformer with enclosure	220KV Gas Insulated Single phase voltage transformer with enclosure	No	1
B.2	220KV Gas Insulated Single phase Current transformer with enclosure	220KV Gas Insulated Single phase Current transformer with enclosure	No	1
B.3	SF6 gas Pressure relief devices for 220KV GIS	SF6 gas Pressure relief devices for 220KV GIS (1 Set= 1 no of each type)	Set	1
B.4	SF6 Pressure gauges cum switch or Density Monitors and pressure switches for 220KV GIS	SF6 Pressure gauges cum switch or Density Monitors and pressure switches for 220KV GIS (1 Set= 1 no of each type)	Set	1

B.5	Trip coil assembly with resistor for 220KV GIS Circuit breaker	Trip coil assembly with resistor for 220KV GIS Circuit breaker	No	6
B.6	Closing coil assembly with resistor for 220KV GIS Circuit breaker	Closing coil assembly with resistor for 220KV GIS Circuit breaker	No	6
B.7	All types of control valves for SF6 gas of each type for 220KV GIS	All types of control valves for SF6 gas of each type for 220KV GIS (1 Set= 1 no of each type)	Set	1
B.8	Locking device to keep the Disconnectors and Earthing switches in close or Open position in case of removal of driving mechanism for 220KV GIS.	Locking device to keep the Disconnectors and Earthing switches in close or Open position in case of removal of driving mechanism for 220KV GIS.	Set	1
B.9	SF6 to Air bushing as applicable for 220KV GIS	SF6 to Air bushing as applicable for 220KV GIS	No	1
B.10	Set of spares for local control cabinet including MCB, fuses, time relays, all type of auxiliary relay & contactors, lamps, semaphor, terminals, push buttons etc. for 220KV GIS	Set of spares for local control cabinet including MCB, fuses, time relays, all type of auxiliary relay & contactors, lamps, semaphor, terminals, push buttons etc. for 220KV GIS (1 Set= 1 no of each type and rating)	Set	1
B.11	Auxiliary contacts for 220KV GIS circuit breaker	Auxiliary contacts for 220KV GIS circuit breaker (1 Set= 1 no of each type and rating)	Set	1
B.12	Limit switch & Auxiliary contacts for 220KV GIS DS and ES	Limit switch & Auxiliary contacts for 220KV GIS DS and ES (1 Set= 1 no of each type and rating)	Set	1
B.13	SF6 gas in steel bottle	SF6 gas in steel bottle (1 Set= 1 no SF6 gas in one bottle of 50kg capacity)	Set	2
B.14	Spring charge motor for 220KV GIS circuit breakers	Spring charge motor for 220KV GIS circuit breakers (1 Set= 1 no of each type and rating)	Set	1
B.15	Complete Drive single phase for 220KV GIS circuit breaker-	Complete Drive single phase for 220KV GIS circuit breaker-	No	1
B.16	Complete drive mechanism for disconnect switches and grounding switches for 220KV GIS	Complete drive mechanism for disconnect switches and grounding switches for 220KV GIS	No	1
B.17	Motor for disconnect switches and grounding switches for 220KV GIS	Motor for disconnect switches and grounding switches for 220KV GIS	No	1
B.18	Complete drive mechanism for fast acting grounding switches for 220KV GIS	Complete drive mechanism for fast acting grounding switches for 220KV GIS	No	1
B.19	Motor for fast acting grounding switches for 220KV GIS	Motor for fast acting grounding switches for 220KV GIS	No	1
B.20	Rupture disc for circuit breakers for 220KV GIS	Rupture disc for circuit breakers for 220KV GIS (1 Set= 1 no of each type and rating)	Set	1
B.21	Rupture disc for potential transformer for 220KV GIS	Rupture disc for potential transformer for 220KV GIS (1 Set= 1 no of each type)	Set	1
B.22	Limit switch & Auxiliary switch for 220KV GIS	Limit switch & Auxiliary switch for 220KV GIS (1 Set= 1 no of each type)	Set	1
B.23	Rupture disc for other compartments for 220KV GIS	Rupture disc for other compartments for 220KV GIS (1 Set= 1 no of each type)	Set	1
B.24	Bus support insulator for 220KV GIS	Bus support insulator for 220KV GIS (1 Set= 1 no of each type)	Set	1

C	Supply- Operation & Maintenance Spares for 220kV GIS	Bidder to quote BOQ for recommended spares for two years of normal operation & maintenance from the date of commissioning. In case of no such requirement, bidder shall submit the certification stating that " We do not hereby recommend any operation & maintenance spares for the period of two years from the date of commissioning, however in case of such requirement in future, same shall be supplied free of cost." 1 Lot= Complete requirement for two years of normal operation & maintenance from the date of commissioning.	Lot	1
D	Service- 220kV GIS - Supervision of Erection, Testing & Commissioning and handing over to Customer	These activities shall be carried out at site in stages as per front availability at site, and hence multiple visits for completion of work are envisaged.	Header Item; Unit & Quantity as per D1 to D10 below.	
D.1	Site visit for supervision of unloading & verification of 220kV GIS materials for proper storage and up-keeping at site	Site visit for supervision of unloading & verification of materials for proper storage and up-keeping at site includes following activities but not limited to, (a) Supervision of safe unloading of GIS & its accessories at site. (b) Reconciliation, storage & upkeeping of materials, with due instructions/ training to site persons for long storage.	Lot	1
D.2	Supervision of erection of 220kV GIS bays including LCC	Supervision of complete GIS bays along with all bay equipment such as GIS extension module, GIS bus extension module, voltage transformer, LCC including structure, cabling, earthing & other associated activities shall be included in the scope. Consumables required for successful erection is included in bidder's scope. Payment shall be made on prorata basis, if required.	Lot	1
D.3	Supervision of erection of 220kV Gas insulated bus duct	Supervision of erection of GIS- gas insulated bus duct including support structure, earthing & other associated activities shall be included in the scope. (The GIBus duct quantity will be calculated from the end of the GIS module and shall include both the indoor and outdoor GIB) Consumables required for successful erection is included in bidder's scope. Payment shall be made on actual measurement basis, if required.	Mtr	750
D.4	Supervision of erection of 220kV SF6 to air bushing/ connection	Supervision of erection of SF6 to Air bushing including support structure, earthing & other associated activities shall be included in the scope. Consumables required for successful erection is included in bidder's scope. Payment shall be made on actual measurement basis, if required.	No	18
D.5	Testing & commissioning of 220kV GIS bays including LCC	Testing & commissioning of complete GIS bays including other associated activities in line with site acceptance testing as per customer approved SAT procedure shall be in bidder's scope. Consumables required for successful commissioning is included in bidder's scope. Payment shall be made on prorata basis, if required.	Lot	1
D.6	Testing & commissioning of 220kV GIS Gas insulated bus duct	Testing & commissioning of GIS- gas insulated bus duct including support structure, earthing & other associated activities shall be included in the scope. Consumables required for successful commissioning is included in bidder's scope. Payment shall be made on actual measurement basis, if required.	Lot	1
D.7	Testing & commissioning of 220kV SF6 to air bushing/ connection	Testing & commissioning of SF6 to Air Bushing including support structure, earthing & other associated activities shall be included in the scope. Payment shall be made on actual measurement basis, if required.	Lot	1
D.8	Final Successful High Voltage/ Power Frequency Testing of complete 220kV GIS	Carrying out successful HV/ Power Frequency Testing of GIS as per IEC including Arrangement of HV Test kit (on returnable basis) shall be in scope of bidder, which includes charges HV test kit with operator, accessories & tools required for completion of HV testing. Bays may be commissioned separately. No delay shall be permitted on account of the non availability of the HV test kit. Payment shall be made on the basis site certification.	Lot	1

Shree Heavy Electricals Limited
 Technical Specification: 220kV Gas Insulated Switchgear its accessories
 Doc No. TB-420-316-002 Rev 00

D.9	Insulation Co-ordination Studies for 220kV GIS System	Bidder shall conduct insulation co-ordination study in line with IEC 600071-2006.and any other technical requirement for successful operation of GIS. In case of non availability of exact input details, same shall be done on basis of standard inputs available and shall be revised, if required after availability of exact input details. Payment shall be made on the basis engineering certification.	Lot	1
D.10	Final Documentation of 220kV GIS	Final Documentation including As Built Drawing/ Document, Site Testing Reports/ Protocols, Handing over proptcols along with manuals shall be submitted etc. by bidder. Payment shall be made on the basis engineering certification.	Lot	1
E	Service- Training for 220kV GIS		Header Item; Unit & Quantity as per E1 to E2 below.	
E.1	220kV GIS Training of 6 nos. Engineers (4 nos. customer engineers+2 nos. BHEL engineers) for a period of at least 7 working days at Manufacturer's works	To and fro travelling charges, lodging and boarding charges of engineers shall be in BHEL scope. Only training shall be arranged at Manufacturer's works. Training shall be in line with clause 3.2.14, Section-2 of technical specification and mentioned elsewhere in Technical Specification.	Lot	1
E.2	220kV GIS Training of 6 nos. Engineers (4 nos. customer engineers+2 nos. BHEL engineers) for a period of at least 7 working days at project site	To and fro travelling charges, lodging and boarding charges of engineers shall be in BHEL scope. Only training shall be arranged at project site. Training shall be in line with clause 3.2.14, Section-2 of technical specification and mentioned elsewhere in Technical Specification.	Lot	1
F	Supply- Unit reference price of 220kV GIS part item/ equipment	GIS part item/ equipment shall be required for supply as a mandatory spares or any addition/ deletion of equipment, due to damage, theft, additional requirement by customer during detailed engineering or later stage. It is to be ensured by bidder that unit prices have a logical relationship with prices of assemblies in main items (Bay, Busbar etc). The reference prices shall be used for breakup rates, if required at any stage. The reference prices shall be considered for evaluation.	Header Item; Unit & Quantity as per F1 to F26 below.	
F.1	220kV, 3150A Circuit breaker (1 pole complete with enclosure without operating mechanism)	220kV, 3150A Circuit breaker (1 pole complete with enclosure without operating mechanism)	Set	1
F.2	220kV, 3150A Disconnecter (1 pole) without operating mechanism	220kV, 3150A Isolator (3 pole) complete with enclosure without operating mechanism	Set	1
F.3	220 kV Maintenance Earthing switch without operating mechanism	220 kV Maintenance Earthing switch (3 pole) with enclosure without operating mechanism	Set	1
F.4	220kV High speed earth switch/ High speed make proof grounding switch without operating mechanism	220kV High speed earth switch (3 pole) with enclosure without operating mechanism	Set	1
F.5	Surge Arrester including Surge Counter	Surge Arrester with enclosure and surge counte/ monitor. Rated arrester voltage may be changed after insulation coordination study. Rated arrester voltage considered is 198kV.	Set	1
F.6	220kV Current transformer of Class PS (1 No. of each type) (Individual prices to be furnished).	220kV Current transformer (1 pole) of Class PS (1 No. of each type) Without enclosure (Individual prices to be furnished).	Set	1

F.7	220kV Current transformer of Class 0.2s (1 No. of each type) (Individual prices to be furnished).	220kV Current transformer (1 pole) of Class 0.2s (1 No. of each type) Without enclosure (Individual prices to be furnished).	Set	1
F.8	220kV Voltage transformer (1 No. of each type) (Individual prices to be furnished).	220kV Voltage transformer (1 pole) (1 no. of each type) Without enclosure (Individual prices to be furnished).	Set	1
F.9	Operating Mechanism box for 220kV, 3150 A Circuit Breaker	Operating Mechanism box for 220kV, 3150 A Circuit Breaker	Set	1
F.10	Operating Mechanism box for 220kV, 3150 A Isolator	Operating Mechanism box for 220kV, 3150 A Isolator	Set	1
F.11	Operating mechanism for 220kV, Maintenance Earthing Switch	Operating mechanism for 220kV, Maintenance Earthing Switch	Set	1
F.12	Operating Mechanism for 220kV, High Speed Earthing Switch	Operating Mechanism for 220kV, High Speed Earthing Switch	Set	1
F.13	220kV, 1 Phase bus bar conductor	220kV, 1 Phase bus bar conductor	Mtr	1
F.14	220kV, 1 phase GIS metallic enclosure for bus bar/ any equipment	220kV, 1 phase GIS metallic enclosure for bus bar/ any equipment	Mtr	1
F.15	220kV, 1 Phase conductor for bus duct	220kV, 1 Phase conductor for bus duct	Mtr	1
F.16	220kV, 1 phase GIS metallic enclosure for bus duct	220kV, 1 phase GIS metallic enclosure for bus duct	Mtr	1
F.17	Gas permeable/ communication/ barrier type Insulator	Gas permeable/ communication/ barrier type Insulator (1 Set= 1 No of each rating and type)	Set	1
F.18	Gas non- permeable/ non - communication/ non-barrier type Insulator	Gas non- permeable/ non - communication/ non-barrier type Insulator (1 Set= 1 No of each rating and type)	Set	1
F.19	UHF PD sensors	UHF PD sensors (1 Set= 1 No of each rating and type)	Set	1
F.20	Pressure/ density monitor monitor device & Switch	Pressure/ density monitor monitor device & Switch (1 Set= 1 No of each rating and type)	Set	1
F.21	Pressure relief device	Pressure relief device (1 Set= 1 No of type)	Set	1
F.22	Rupture disc	Rupture disc (1 Set= 1 No of type)	Set	1
F.23	Elbow/ bend/ cross and T section	Elbow/ bend/ cross and T section (1 Set= 1 No of type)	Set	1
F.24	Expansion joint	Expansion joint (1 Set= 1 No of type)	Set	1
F.25	Flexible connection for conductor	Flexible connection for conductor (1 Set= 1 No of type)	Set	1
F.26	Gas seals	Gas seals (1 Set= 1 No of type)	Set	1
G	Service- Unit reference price of GIS service item	Reference unit prices for service of Individual Item/ Equipment for any addition/ deletion of equipment, due to damage, theft, additional requirement by customer, any other reasons not attributable to vendor during detailed engineering/ contract execution. The reference prices shall be considered for evaluation. Total charges for one visit of engineer/ HV test kit operator shall include respective unit rate of item G.1/ G.2 man-day+ item of G.4.	Header Item; Unit & Quantity as per G1 to G4 below.	
G.1	Services of supervision for Erection of 220kV GIS	Services of supervision for erection of any part equipment/ section of GIS, as and when required at site. This also includes lodging and boarding charges of erection engineer. To & fro travelling charges are not included in this item.	Manday	1

Bharat Heavy Electricals Limited
 Project No. 220KV GIS SUBSTATION AT ERANDI, PANAJI, GOA
 Technical Specification: 220kV Gas Insulated Switchgear its accessories
 Doc No. TB-420-316-002 Rev 00

G.2	Services of Testing & Commissioning of 220kV GIS	Services of Testing & Commissioning of any part equipment/ section of GIS, as and when required at site. This also includes lodging and boarding charges of T&C engineer. To & fro travelling charges are not included in this item.	Manday	1
G.3	Hiring charges of HV test kit with operator	Additional HV test kit charges including charges of operator, HV test kit, accessories & tools required for completion of HV test (Dielectric Test after installation of GIS). HV test kit charges shall include HV testing of one or more bay at site as per requirements. This also includes lodging and boarding charges of operator. To & fro travelling charges are not included in this item.	Lot	1
G.4	To and fro travelling charges of vendor's engineer from the vendor's office/ factory to project site	To and fro travelling charges of OEM/ vendor's engineer from the office/ factory to project site shall be provided by BHEL.	No. of Visit	1

NOTES:

- 1) CT & VT core details given in single line diagram/TS are tentative and may change at contract stage. Changes to be incorporated by bidder without any cost and delivery implication to BHEL/ Customer.
- 2) BHEL reserves the right for quantity variation due to any reason upto ±20% of total value at same unit rate and terms during execution of contract. The quantity of individual items may however vary upto any extent.
- 3) While quoting against individual line items of Tender BOQ, bidder to carefully read and quote as per the descriptions & detailed descriptions mentioned in this Annexure-BOQ of Section-1.

**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 though 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: 20px;">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: 20px;">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>

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

Sr. No.	
	<p>of subtotals, the subtotals shall prevail and the total shall be corrected.</p> <p>c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.</p> <p>d) If there is such discrepancy in an offer as mentioned in (a), (b) & (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>

Sr. No.	
	<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

Sr. No.	
	<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>

Sr. No.	
	<p>100% payment along with applicable GST within 60 days from the date of receipt of complete GST compliant Tax invoice along with copy of Certificate of acceptance of Type Test Reports issued by BHEL Engineering Management in 3 sets (original + 2 copies) on completion of delivery (at site, if F&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.

Sr. No.	
	<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>

Sr. No.	
	<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>

Sr. No.	
	<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>

Sr. No.	
	<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 : 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 : Delivery / Completion requirement shall be mentioned in the NIT. Bidder to specify best delivery / completion period possible in weeks from the date of LOI / PO as per activity schedule for consideration by BHEL. Time required for type test, if applicable, is to be separately indicated. Note :</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

Sr. No.	
	<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>

Sr. No.	
	<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>

Sr. No.	
	<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. 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 : 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 : 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 : If by reason of war, civil commotion, act of god, Government restrictions, strike, lockout which are not in control of Supplier / Contractor the deliveries / services are delayed, Supplier / Contractor shall not be held responsible.</p> <p>If at any time during the continuance of the Purchase Order / Contract, the performance in whole or in part by either party of any obligations under the Purchase Order / Contract is prevented or delayed by reason of any war hostilities, acts of the public enemy, restrictions by Govt. of India, civil commotion, sabotage, fires, floods, explosion, epidemics, quarantine restrictions, strike, lock-outs or acts of God (hereinafter referred to as "event"), which are not in control of Supplier / Contractor or BHEL, then provided notice of the happening of such event is given by either party to the other within fifteen (15) days from the date of occurrence thereof, neither</p>

Sr. No.	
	<p>party shall by reason of such event be entitled to terminate the Purchase Order / Contract nor shall have any claim for damages against each other in respect of such non-performance and delay in performance. Performance under the Purchase Order / Contract shall be resumed immediately after such event has come to an end or ceased to exist and decision of BHEL as to whether the deliveries have to be resumed or not shall be final, conclusive and binding on the parties hereto.</p> <p>In the event of the parties hereto not able to agree that a force majeure event has occurred, the parties shall submit the disputes for resolution pursuant to the provisions hereunder, provided that the burden of proof as to whether a force majeure event has occurred shall be upon the party claiming such an event.</p> <p>Notwithstanding above provisions, BHEL shall reserve the right to cancel the Purchase Order / Contract, wholly or partly, in order to meet the overall project schedule and make alternative arrangements for completion of delivery and other schedules.</p>
25.	<p>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 :-</p> <ol style="list-style-type: none"> Special Terms & Conditions (STC) for Tender Enquiry / Contract, if any 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 <p>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.</p> <p>In case of shipment by sea or air, the packing shall be sea-worthy or air-worthy respectively and of international standards.</p> <p>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.</p> <p>Packing List shall be submitted as per standard format along with advance set of documents for claiming payment which shall also indicate :-</p> <ol style="list-style-type: none"> Case / Packing size (as applicable). Gross weight and net weight of each package. Detailed contents of the package with quantity of each item separately. <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>

Sr. No.	
	<p>applicable, as follows :-</p> <ul style="list-style-type: none"> 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.	<p>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 :-</p> <ul style="list-style-type: none"> 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.	<p>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.</p>
32.	<p>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.</p>
33.	<p>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</p>

Sr. No.	
	<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>

Sr. No.	
	<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 : 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 : 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 : Payment shall be made directly to the Supplier / Contractor by BHEL through NEFT / RTGS.</p>
42.	<p>CONFIDENTIALITY : 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>

Sr. No.	
43.	<p>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.</p>
44.	<p>TITLE OF GOODS :</p> <p>a) Ownership of the equipment / material procured in India, shall be transferred to BHEL upon loading on to the mode of transport to be used for transportation of the said equipment / material from the works to the site / destination and upon endorsement of the dispatch documents in favour of BHEL.</p> <p>b) Ownership of the equipment / material to be imported into the country where the site is located, if not procured in India, shall be transferred to BHEL upon loading on the mode of transport to be used for transportation of the equipment / material from the country of origin to that country / destination and upon endorsement of despatch document in favour of BHEL.</p> <p>c) Notwithstanding the transfer of ownership of the equipment / material, the responsibility for care and safe custody thereof together with the risk of loss or damage thereto for whatsoever reason shall remain with the Supplier.</p>
45.	<p>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.</p>
46.	<p>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.</p>
47.	<p>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.</p>

Signature of Bidder (Authorized Signatory) with Date & Seal

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/CONSORTI
 UM PARTNERSFOR 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.	Discriptions	ESTIMATED QUANTITY
<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.

38.0 INSPECTION COST: (REF CL NO. 18 OF ITB--Section-II of Vol-I):

38.1 Expenses in respect of OPTCL's representative for witnessing the inspection & testing of the offered equipment/materials at the inspection and testing site.

- The testing and inspection of the equipment/ materials at manufacturer works are in the scope of work of the Contractor/Supplier. Travel Expenses of OPTCL Representative & Third Party Inspecting Agency (TPIA) shall be borne by the Contractor. However the Inspection Fees payable to TPIA will be borne by OPTCL.
- OPTCL inspecting officer and Third Party Inspecting Agency (TPIA), on receipt of offer for inspection from the contractor/supplier, shall proceed to the manufacturer works to witness the Type/Acceptance/Routine test.

38.2 The travel expenses under the following heads, in respect of OPTCL's representative and TPIA for witnessing the inspection & testing of the offered equipment/materials at the inspection and testing site, shall be borne by the contractor.

a) Hotel Accommodation:

- Single room accommodation in 4 star hotel for OPTCL/TPIA inspecting officer, not below the rank of Assistant General Manager (Grade E-6),
- Single room accommodation in 3 star hotel for OPTCL/TPIA inspecting officer of the rank below Assistant General Manager (Grade E-6).

N.B.: It is the responsibility of the contractor to arrange the hotel accommodation matching with their inspection and testing schedule. In case of extended duration of inspection or non-availability of the return ticket, Contractor shall arrange for the extended stay of the inspecting officer in the Hotel accordingly. In case, there is no hotel with prescribed standard in and around the place of inspection, the contractor shall suggest alternative



suitable arrangement at the time of offer for inspection, which is subjected to acceptability of OPTCL inspecting officer.

b) Journey of the Inspecting Officer:

- (i) To and fro travel expenditure from the Head Quarters of the inspecting officer to the place of inspection/testing shall be borne by the contractor as per the following.
 - Journey from the Head Quarters to the nearest Airport by train (Ist/Ind A/C) or Taxi (A/C).
 - Journey from destination Airport to the place of inspection/testing by train (Ist/Ind A/C) or Taxi (A/C).
 - For train journey, inspecting officer, not below the rank of Assistant General Manager shall be provided with 1st class AC ticket and inspecting officer below the rank of Assistant General Manager shall be provided with 2nd class AC ticket.
- (ii) Booking/cancellation of Air-ticket / Train-ticket is the responsibility of the contractor.
- (iii) Moreover, if during the journey there is an unavoidable necessity for intermediate travel by road/ waterway/sea-route, the contractor/supplier shall provide suitable conveyance to the inspecting officer for travel this stretch of journey or bear the cost towards this. Any such possibilities shall be duly *intimated to OPTCL at the time of their offer for inspection.*

c) Local Conveyance:

Local journey for the inspecting officer between Hotel and the place of the inspection/testing site, Air-conditioned four wheeler vehicles in good condition shall be provided by the contractor.

Project: 220/220 kV GIS SUB STATION AT ERSAMA, PARADEEP, ODISHA
Customer: Odisha Power Transmission Corporation Limited (OPTCL)
Ref. No. OPTCL/GIS/PQR REV 00

Technical Qualifying Requirements for 220kV Gas Insulated Switchgear (GIS)

For the purpose of qualification of the bidders, experience & type test validity period shall be reckoned as on 11-February-2022 unless otherwise specified.

ROUTE - A

- I. The bidder/ GIS manufacturer should have established manufacturing and testing facility in INDIA for **220kV or higher voltage level (50kA or above short circuit level)** SF6 Gas Insulated Switchgear (GIS) equipment and should manufacture and supply the GIS equipment from its manufacturing base in INDIA.
- II. The bidder/ GIS manufacturer must have installed at least two (02) nos. of 220KV SF6 Gas Insulated switchgear substations with minimum **3 bays** in each substation in India and the same must be in satisfactory operation for a minimum period of **Two (02) years**, reckoned from the **date of bid opening (i.e. 11.02.2022)**.
- III. The bidder/ GIS manufacturer shall have to furnish type test report of SF6 gas insulated sub-station equipment duly designed, manufactured, tested (as per IEC standard) which, shall not be older than **Ten (10) years, as on date of bid opening (i.e. 11.02.2022)**. The Type Test Reports shall be of the Same type and model of GIS equipment as offered for the project (**i.e. 220 kV & 50KA rating**).
- IV. Type Test should have been **preferably** conducted at any of the following internationally reputed testing laboratories like (a) KEMA (Holland) (b) CESI (Italy) (c) CERDA (France) (d) PHELA (Germany) (e) KERI (South Korea) (f) CPRI (India) (g) ERDA (India) (h) JSTC (Japan) (i) Intertek (ASTA), U.K for STL (j) VEIKI, (Hungary).

Requisite documents for ROUTE - A

SN	Documents/ proof required	Relevant Clause
1	Proof of established manufacturing & testing facility of 220kV or higher voltage level (50kA or above short circuit level) SF6 Gas Insulated Switchgear (GIS) equipment in INDIA	Clause no. I
2	Performance Certificate issued to bidder by End customer/ Owner without any adverse remark(s),	Clause no. II
3	Valid type test reports of same type & model of GIS equipment.	Clause no. III & IV

OR

Project: 220/220 kV GIS SUB STATION AT ERSAMA, PARADEEP, ODISHA
Customer: Odisha Power Transmission Corporation Limited (OPTCL)
Ref. No. OPTCL/GIS/PQR REV 00

Technical Qualifying Requirements for 220kV Gas Insulated Switchgear (GIS)

ROUTE - B

- I. The bidder/ GIS manufacturer should have established manufacturing and testing facility in INDIA for **220kV or higher voltage level (50kA or above short circuit level)** SF6 Gas Insulated Switchgear (GIS) equipment and should manufacture and supply the GIS equipment from its manufacturing base in INDIA.
- II. The bidder/ GIS manufacturer who on its own does not meet the requirement as specified in clause no. II & III of Route-A mentioned above, but has established production line in India for manufacturing of SF6 Gas Insulated Switchgear (GIS) based on technological support of its parent company (Holding company) can also be considered provided that they (Parent/ Holding company) have manufactured, type tested (as per IEC standard) of such equipment & with the following stipulations,
 - a) The bidder's/ GIS manufacturer's parent company (Holding company) has manufactured, type tested (as per IEC standard).
 - b) The parent company (Holding company) meets qualifying requirements stipulated under clause no. III of Route-A mentioned above.
 - c) The Bidder/ GIS manufacturer furnishes followings,
 1. An undertaking (jointly with the parent company (Holding company) to guarantee quality, timely supply, performance and warranty obligations for a period of five (05) years as specified for the equipment(s) in the parent company's (Holding company) letter head, which is required to be submitted at the time of signing/ execution of the contract agreement.
 2. Such manufacturer should submit valid collaboration agreement for technology transfer/ license to design, manufacture, test and supply GIS equipment(s) in India at the time of bidding.
 3. A confirmation letter from the Collaborator(s) stating that the Collaborator(s) shall furnish performance guarantee for an amount of 10% of the Taxable Value of such equipment(s). This performance guarantee shall be in addition to Contract Performance Guarantee to be submitted by the bidder.
 - d) The bidder/ manufacturer shall submit a list of past supply experience of the parent company (Holding company) **for last Five (05) years** from the date 11.02.2022 & End customer/ Owner's certificate regarding the satisfactory operation/ performance for **at least two (02) years** from the date of techno commercial bid opening i.e. 11.02.2022 of 220kV voltage class GIS equipment in India/ abroad.

Requisite documents for ROUTE - B

SN	Documents/ proof required	Relevant Clause
1	Proof of established manufacturing & testing facility of 220kV or higher voltage level (50kA or above short circuit level) SF6 Gas Insulated Switchgear (GIS) equipment in INDIA	Clause no. I

Project: 220/220 kV GIS SUB STATION AT ERSAMA, PARADEEP, ODISHA
Customer: Odisha Power Transmission Corporation Limited (OPTCL.)
Ref. No. OPTCL/GIS/PQR REV 00

Technical Qualifying Requirements for 220kV Gas Insulated Switchgear (GIS)

2	Valid type test reports of same type & model of GIS equipment.	Clause no. II b)
3	An undertaking by bidder (jointly with the parent company (Holding company) to guarantee quality, timely supply, performance and warranty obligations for a period of five (05) years as specified for the equipment(s) in the parent company's (Holding company) letter head	Clause no. II c), 1
4	Valid collaboration agreement between Parent/ Holding company & Bidder, for technology transfer/ license to design, manufacture, test and supply GIS equipment(s) in India at the time of bidding.	Clause no. II c), 2
5	A confirmation letter from the Collaborator(s) stating that the collaborator(s) shall furnish performance guarantee for an amount of 10% of the taxable value of such equipment(s).	Clause no. II c), 3
6	Performance certificate of GIS, issued to bidder's parent company (Holding company) by end customer without any adverse remark(s), consisting the proof of design, manufacture, supply and commissioning in India/ abroad.	Clause no. II d)

Abhishek
24/02/23
PREPARED BY

BA
24/02/23
REVIEWED BY

Vishal
24-2-23
APPROVED BY

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.

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.



**BHARAT HEAVY ELECTRICALS LIMITED
TRANSMISSION BUSINESS GROUP
MATERIAL RECEIPT CERTIFICATE**

- a) Site: **BHEL C/o** _____
 b) LR No. with date: _____
 c) Invoice no with date: _____
 d) Vehicle No: _____
 e) Number of packages: _____
 f) Date of receipt of material at site: _____
 g) Material details (as mentioned below):

SN	Item Description	Type of Packages	Qty as per Performa invoice	Qty as per packing list	Qty Received
1		_____	_____	_____	_____
2		_____	_____	_____	_____

REMARKS: 1. Material received is subject to verification.

Signature with date: _____

Name & Designation: _____.

	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

INSPECTION REQUEST

- 1. Name & Address of Supplier :
- 2. Project ..
- 3. Purchase Order No. , Revision No. & Date :
- 4. Details of equipment / Material to be Inspected

Sl.No.	Material offered for Inspection	P.O. Item No.	Total Quantity Ordered	Quantity offered for Inspection	Quantity Already Cleared	P.O. value of offered qty.
1.		1				
2.		2				

- 5. For structure, whether BOM & Proto Corrected Drawings approved and available at place of inspection : Yes /~~No.~~
- 6. Whether GTP/ Drgs approved in Category – 1 available at place of inspection : Yes /~~No.~~
- 7. Whether Quality Plan approved in Category – 1 available at place of inspection : Yes /~~No.~~
- 8. Whether all type tests approved by Engineering : Yes /~~No.~~
- (a) Place of Inspection & Address :
- 9. (b) Name & contact No. of supplier rep. for inspection :
- 10. Sub – supplier contact person’s name & contact no. :
- 11. Weekly off day : 12. Working Hours :
- 13. Date on which inspection requested (Inspection call to be raised at least 7 days prior to inspection) :
- 14. No of road permits required :

It is certified that the above materials shall be completed in all respects and shall have been inspected by us before the date indicated above for inspection. You are requested to please depute your representative for inspection

Signature
Name :
Contact No. :
Date :

Distribution:

- 1. Material Management , BHEL, New Delhi

Note:

- 1. Unsigned inspection request & Inspection requests not given in this format are not accepted.
- 2. Drawings, Quality Plan should be approved in category – I by BHEL Transmission Business Engineering Management before the inspection date. In case inspection request is given without Category – I approved documents, supplier should be obtain from BHEL Transmission Business Engineering Management in writing to this effect and attach to inspection request.