

SPECIAL TERMS & CONDITIONS

**SUPPLY & SERVICES OF 220kV GIS AND ASSOCIATED EQUIPMENTS
FOR 220kV GIS PACKAGE for BINA PETCHEM AND REFINERY
EXPANSION PROJECT (BPREP) OF M/S BHARAT PETROLEUM
CORPORATION LIMITED (BPCL)**

**BHEL NIT
Terms and conditions**

**Project: PRE-BID TIE UP FOR 220kV GIS PACKAGE for BINA PETCHEM AND REFINERY
EXPANSION PROJECT (BPREP) OF M/S BHARAT PETROLEUM CORPORATION LIMITED
(BPCL).**

Tender due date: 03-07-2025 at 14:00 Hrs

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Background of the tender:

Bharat Heavy Electricals Limited (BHEL) (A Government of India Enterprise) incorporated under the Companies Act, 1956, having its Registered office at BHEL House, Siri Fort, New Delhi intends to participate in the tender invited by M/s Engineers India Limited (as EPCM consultant for M/s BPCL) for 220kV GIS Package for BINA PETCHEM AND REFINERY EXPANSION PROJECT (BPREP).

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

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

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

An MOU shall be signed with the pre-selected GIS manufacturer for the relevant scope of work. In case BHEL becomes successful Bidder and receives the LOA from M/s BPCL, this MOU / Agreement shall be converted into definite contract agreement between BHEL & GIS manufacturer (bidder) after award of job by BPCL.

However, BHEL reserves the right to cancel/withdraw this process even after signing of MOU and shall bear no liability whatsoever consequent upon such a decision in exceptional circumstances like-

- a) Major change in scope from Customer end wrt scope defined in NIT.
- b) End customer cancels the tender.
- c) Order is not awarded to BHEL by end customer.
- d) End Customer puts the tender on HOLD.
- e) In-ordinate delay in finalization of tender by end customer and BHEL decide to not to extend the bid validity to end customer.
- f) Major change in Govt policy/ Statutory variation etc.
- g) Any other condition of above nature.

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1. In case any discrepancy between the requirements mentioned under special terms & conditions and general terms & conditions, special terms and conditions shall prevail.
2. For any technical clarification, kindly contact **Sh. Baidyanath Yadav, Sr. Engineer (TBEM)**
BHEL, Transmission Business Group
5Th Floor, Plot No: 25, Sector-16A, Noida-201301, UP, India
Phone: +91 (0) 0120- 6748510
E-mail: byadav@bhel.in
3. For any commercial clarification, kindly contact **Sh. Gaurav Agarwal, Sr. Manager (TBMM);**
BHEL, Transmission Business Group
5Th Floor, Plot No: 25, Sector-16A, Noida-201301, UP, India
Phone: +91 (0) 0120- 6748543
E-mail: gaurav.agarwal@bhel.in
4. **Bidder to submit offer directly to TENDER BOX email on tbmmtenderbox@bhel.in** for part-1 bid (i.e. techno-commercial bid) & **tbmmtender.pricebidbox@bhel.in** for Part-2 (i.e. PRICE BID). Bidder may also visit <https://www.bhel.com>. No other mode for submission of tender is acceptable. NIT shall be published on NIC portal also.
5. **PROPOSED DELIVERY PLAN: Supply of GIS within 12 Months from the date of placement of Purchase Order (PO)/ Letter of Intent (LOI) and subsequent ETC within 06 months.** 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:** Firm. 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.
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.

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- **Compliance of General Financial Rules (GFRs):** Annexure-2 or 3 (whichever is applicable).
- **Local content certificate[#]:** The Class-I local supplier at the time of tender, shall be required to indicate percentage of local content and provide self certification (as per enclosed format A1) that the item offered meets the local content requirement for 'Class-I local supplier'. Supplier shall also give details of the location(s) at which the local value addition is made.
- **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**.

[#] In case of award of job, supplier shall be required to provide the Local content certificate (as per **Annexure-A2**) from the statutory auditor or cost auditor of the company giving the percentage of local content, within 30 days of ordering by BHEL and in case of defaults, penalty upto 10% of the contract value shall be imposed. However, contract once awarded shall not be terminated on this account.

11. **Quantity Variation (Clause No. 39 of GTC & clause no.11 of Addl GTC for ETC):** 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 TWO years from the date of original Purchase Order or till completion of supplies, whichever is earlier. 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 at the contracted prices / rates. PO amendment due to optional items (unit reference items for addition/deletion), if required, shall be in addition to the above variation clause.
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 20 Crs for the three financial years 2021-22, 2022-23 & 2023-24 and shall submit Audited Profit & Loss Account and Balance Sheet as proof of Average Annual Turnover. Bidder should have earned profit in at least one year during three financial years as mentioned above. The Financial statements must be signed by the owner and the auditor. Auditors seal, Name, Membership No., Firm Registration No. & firm name (if applicable), UDIN and the capacity in which he is signing (Proprietor/Partner), must be mentioned on the Profit & Loss A/c and Balance Sheet.

- Bidder must not be admitted under Corporate Insolvency Resolution Process or Liquidation as on date, by NCLT or any adjudicating authority/authorities, and shall submit undertaking (**Annexure-D**) to this effect.

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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.

12.1 IMPORTANT INSTRUCTION TO BIDDER – I;

- a. **PRE-BID MEETING:** shall be conducted within 3-7 days of floating of NIT.
- b. **OPENING OF BIDS (PART-I & II):** Bidder are not authorized to attend the opening of Part-I & Part-II bid for this tender.
- c. **PROJECT STATUS:** Domestic.
- d. **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.*
- e. **PLACEMENT OF ORDER:** This tender is for tender specific pre-bid tie-up only. The Purchase Order and Work Order shall be placed to the successful GIS Manufacturer/bidder for execution of relevant scope of work contained in this Bidding Documents only if BHEL receives the order from the end customer (M/s BPCL).
PO/LOI shall be placed on L1 bidder for main GIS equipment, separate PO/LOI for mandatory spares, separate PO/LOI for maintenance equipment, tools & tackles (as applicable) and Work Order for ETC shall be placed. However, evaluation shall be done based on overall quantity as per NIT. Total cost for this purpose shall include cost of scope of work as mentioned in NIT along with applicable taxes & duties, and other services etc. (if applicable). GST input credit available to BHEL shall be reduced from prices while determining L1 status.
Price breakup/ Billing Break-up (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.

Note- 1) In PO, Unit reference items (supply & services) 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.

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- f. **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 BPCL Bina refinery project site / store.**

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

- h. **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.

13. MOU & its validity:

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

This MOU shall be the binding on the bidder and is not to be changed thereafter and shall remain in force for 4 years from the date of signing of MOU or till the extended validity period (if any) as per mutual consent, whichever is later.

The MOU / Agreement shall be converted into definite contract agreement between BHEL & GIS manufacturer (bidder) after award of job by BPCL.

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

BHEL and supplier should have an agreement for the extent of price reduction during RA/negotiation with end customer (if required). In the event of price reduction during negotiation by BHEL with the customer, the corresponding reduction will be passed on to the supplier as per above referred agreement.

14. Deed of Joint Undertaking: Not Applicable.

15. IMPORTANT INSTRUCTION TO BIDDER - II;

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- a. Packing as per specification is applicable. However, bidder to ensure proper packing to avoid any damage & packing of spares should be separated.
 - b. Bidder should submit BG within the time period mentioned. In case of delay in submission of BG, enhanced BG which would include interest (SBI rate + 6%) for the delayed period, shall be submitted by the bidder.
 - 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. The deputation of manpower for Erection, Testing & Commissioning shall be done within 14 days of intimation by BHEL. 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 14 (fourteen) 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 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.
 - g. The bidder has to ensure that the spare parts should be available for minimum 10 years from the date of commissioning.
16. **VALIDITY OF OFFER (Clause no.14 of GTC):** The offer shall be valid for 210 days from the due date of opening of tender (i.e. techno-commercial bid unless otherwise specified in the NIT).
17. **DEFECT LIABILITY (GUARANTEE SPECIFIC) CLAUSE (Clause No. 5 of GTC & clause no.12 of Addl GTC for ETC):** 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 **Eighteen** (18) calendar months from the date of the issue of the Commissioning Certificate from end customer.

Note: Scheduled time for commissioning, as per tender is 22 Months from the date of LOA/NOA. However, date of actual commissioning may be different during Contract execution stage, hence the defect liability period will start from the date of actual commissioning and accordingly the performance security to be extended by the vendor time to time till ninety (90) days beyond the actual Defect Liability Period.

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

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at site promptly and satisfactorily within a period not more than 45 days (or any other time period as 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, the same shall be considered as breach of the contract and BHEL may proceed as per provision mentioned in this NIT without prejudice to any other rights under the contract.

The defect liability period for any works re-performed and/or systems, materials, components or other items supplied and incorporated therein pursuant to the obligations of the vendor under above clause shall be 12 (Twelve) months from the date of correction, repair, rectification, replacement and/or re-installation thereof, as the case may be. For the purpose of clarification, it is stated that such extended defect liability period shall be applicable only to the particular work, system, material, component or other item corrected, repaired rectified, replaced, re-performed or re-installed, as the case may be.

Note- Notes as mentioned in GTC shall be applicable.

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

At the end of the Defect Liability Period, the Contractor's Liability ceases except for latent defects. The Contractor's liability for latent defects warranty shall be limited to period of ten (10) years from the end of Defect Liability Period. For the purpose of this clause, the latent defects shall be the defects inherently lying within the material or arising out of design deficiency, which do not manifest themselves during the Defect Liability Period.

19. Liquidated Damages clause (Clause no. 13 of GTC & clause no.15 of Addl GTC for ETC):

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

If the Vendor fails to comply with the Time for Completion mentioned in the Contract, then the Vendor shall be liable to pay liquidated damages of 0.5% of the total Contract value* per week and/or part thereof of the delay subject to a maximum of 5% of the total Contract value*.

The vendor agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by the BHEL on account of delay on the part of the Vendor and said amount will be payable on demand without there being any proof of the actual loss or damages having been caused by such delay/breach.

The BHEL may, without prejudice to any other method of recovery, adjust or deduct the said amount of liquidated damages from any amount due or to become due to the Vendor including Security deposit. The payment or deduction of such damages shall not relieve the Vendor from his obligation to complete the Works, or from any other of his obligations and liabilities under the Contract.

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In case where the concluded contract value is different from the original contract value due to the change orders/variation in executed quantities/extension of time, etc., the concluded contract value should be considered for recovery of Liquidated Damages for late delivery/delayed completion.

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 Contract Value for considering Liquidity Damages (LD)= Total Ex-works +F&I +Total Service (ETC) charges (excluding GST).

20. PERFORMANCE SECURITY (Clause No. 07 of GTC & clause no.9 of Addl GTC for ETC):

To ensure due performance of the contract, Supplier shall arrange to submit Performance Bank Guarantee (PBG) or Security Deposit (SD), hereafter referred as Performance Security to BHEL, on a non-judicial stamp paper of appropriate value within 14 days from placement of Purchase Order (PO), of an amount equivalent to **10% (Ten percent)** of the PO Ex-works/Work Order value, with a validity of upto 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations. The same shall be extended by the vendor time to time till 60 (sixty) days beyond the actual Defect Liability Period, as may be required under the Contract.

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

Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SBI rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT/Contract, from the bills along with due interest.

Modes of deposit:

Performance security may be furnished in the following forms:

- Local cheques of Scheduled Banks (subject to realization)/ Pay Order/Demand Draft/ Electronic Fund Transfer in favor of BHEL -TBG, Noida.

Bank Account details for submission of performance security through EFT mode.

NAME OF THE COMPANY	BHARAT HEAVY ELECTRICALS LTD
ADDRESS OF THE COMPANY	TRANSMISSION BUSINESS GROUP, 5TH FLOOR, BHEL TOWER, PLOT NO. 25, SECTOR-16A, NOIDA – 201301 (U.P.)

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NAME OF BANK	STATE BANK OF INDIA
NAME OF BANK BRANCH	CAG-II NEW DELHI (17313)
CITY	NEW DELHI
ACCOUNT NUMBER	00000030206227732
ACCOUNT TYPE	CASH CREDIT
IFSC CODE	SBIN0017313

- Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. Bank Guarantee shall be submitted as per BHEL format.
- Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the vendor, a/c BHEL).
- Securities available from Indian Post offices such as National Savings Certificates, Kissan Vikas Patras etc. (held in the name of vendor furnishing the security and duly endorsed/ hypothecated/pledged, as applicable, in favor of BHEL).
- Insurance Surety Bond.

Important Notes:

- The performance security should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the supplier including warranty/Guarantee obligations.
- Performance security shall be refunded to the vendor without interest, after he duly performs and completes the contract in all respects but not later than 90(sixty) days of completion of all such obligations including the warranty under the contract.
- BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.
- The Performance Security shall not carry any interest.
- 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.
- In case delay in submission of Performance BG, enhanced Performance BG which would include interest (SBI rate + 6%) for delayed period to be submitted.
- The Bank Guarantee shall be from any bank as per Annexure for List of Banks.

Forfeiture of performance security:

The performance security will be forfeited and credited to BHEL's account in the event of a Breach of contract by the vendor.

21. **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

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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 Not Applicable/ Not Quoted, is to be supplied, bidder shall supply the same without any cost and delivery implication to BHEL.

22. REVERSE AUCTION (clause no. 33 of GTC)- NOT APPLICABLE

23. TERMS OF PAYMENT (FOR SUPPLY PORTION):

(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 3.3 of GTC;

23.A:

70% of Ex-works price component of Main Equipment/Materials (including Mandatory Spares) along with 100% value of GST & 100% F & I Charges payment shall be paid progressively 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.
- Material Receipt Certificate issued by BHEL Site Official (to be arrange by BHEL-TBG**).
- 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.

**** MRC shall be issued by BHEL site within 7-10 working days from the date of receipt of last consignment of each lot of dispatch (as per Invoice) at site and submission of following undertaking by vendor-**

"Boxes shall be opened in the presence of vendor's representative and in case of any shortage/damage found inside the factory packed boxes during verification, then vendor shall supply the same without any financial implications to BHEL."

B: Twenty percent (20%) of the Ex-works Supply price component of Main Equipment/ materials shall be paid, on receipt of equipment at site and physical verification*** and certification by the Project Manager/Site In-charge for the equipment received in good condition and stored at site, within 60 days (45 days for micro & Small) from the date of receipt of complete invoice.

However, for Mandatory Spares, balance thirty percent (30%) payment of the Ex-works price component of the spares to be paid on receipt and storage at site and on physical verification & certification by the Project Manager/ Site In-charge for the spares received in good condition and stored at site. Following documents in 3 sets (Original+ 2 copies) will be required for payment-

- Invoice.

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- Joint verification reports**** as per packing list by BHEL site & Bidder's authorized representative.
- Certificate from BHEL site for Spares handing over to Customer (applicable for Mandatory spares only).

Note: Payment shall be made on pro-rata basis based on joint verification of supplied material. Therefore, Joint verification reports should mention all Tax Invoice nos and nos of boxes corresponding to original packing list / Invoice.

*** The joint verification of received consignment shall be done within 30 days from the date of receipt of last consignment of each lot of dispatch. The repacking of GIS boxes after Joint verification (if required) shall be done by the GIS OEM to ensure safe keeping of material during storage.

**** Joint Verification Report (JVR) shall be issued by BHEL site only for the purpose of payment, however, this does not absolve the vendor from his responsibility for completion of supplies in all respect as per Contract.

C: Final Payment-

Balance 10% (Ten percent) of the Ex-works price component of Main Equipment/Materials shall be paid (on pro-rata basis) as per the following:

C.1) **5% (Five percent)** on Successful completion of Erection, Testing including HV Testing & Commissioning of individual bays.

Payment shall be made within 60 days (45 days for micro & Small) from date of receipt of invoice. Following documents in 3 sets (Original+ 2 copies) will be required for payment-

- Invoice.
- Copy of certificate for completion of HV Test from BHEL site.

Note: In case of Erection, Testing including HV Testing & Commissioning gets delayed beyond 06 months from the date of receipt of last equipment at site, for the reasons not attributable to supplier, supplier may claim above payment of supply portion by furnishing following documents-

- a) Invoice
- b) Certificate issued by BHEL site in charge, confirming that the equipment has been received in good condition and delay in Erection, Testing including HV Testing & Commissioning is not attributable to supplier (to be arranged by BHEL TBG).
- c) Bank Guarantee of equivalent value initially valid for 12 months from the date of submission of invoice. In case 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 Erection, Testing including HV Testing & Commissioning. The bank guarantee shall, however, be released within one month of successful commissioning.

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C.2) **Last 5% (Five percent)** on proof of submission of required number of reproducible, O&M Manuals, approved drawings, data sheets, test report, pamphlets and manuals of mandatory spares, maintenance & testing equipment and on successful completion of ETC activity.

Payment shall be made within 60 days (45 days for micro & Small) from date of receipt of invoice. Following documents in 3 sets (Original+ 2 copies) will be required for payment-

- Invoice.
- Final engineering documentation certificate by BHEL Engg group
- Copy of certificate of Successful completion of ETC at site issued by BHEL site.

Note: In case of Final Engineering documentation certificate and/or successful completion of ETC of complete GIS system gets delayed beyond 09 months, from the date of receipt of last equipment at site, for the reasons not attributable to supplier, supplier may claim above payment of supply portion by furnishing following documents-

- a) Invoice
- b) Certificate issued by BHEL site in charge, confirming that the equipment has been received in good condition and delay in Erection, Testing including HV Testing & Commissioning is not attributable to supplier (to be arranged by BHEL TBG).
- c) Bank Guarantee of equivalent value initially valid for 12 months from the date of submission of invoice. In case 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 Erection, Testing including HV Testing & Commissioning. The bank guarantee shall, however, be released within one month of successful commissioning.

24. **MODE OF PAYMENT:** Mode of payment for all supply payments, payment for ETC, Training charges etc, shall be made direct to the Vendor by BHEL (through NEFT/RTGS) and no L/C shall be established by BHEL for such payments.

25. **VALIDITY OF PURCHASE ORDER/ WORK ORDER:** 4 years from the date of PO/Work order or upto completion of Contract execution, whichever is later.

26. **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, revision dated 19.07.2024, issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT but before opening of part II bids against this NIT.

Note: Bidder to specify the percentage of local content as per the format given.

27. **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.

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

Name of Independent External monitors to be considered (IEM):

S N	IEM	Email
1.	Shri Bishwamitra Pandey, IRAS (Retd.)	Iem2@bhel.in
2.	Shri Mukesh Mittal, IRS (Retd.)	Iem3@bhel.in

28. 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.

29. 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.

30. 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).

31. SETTLEMENT OF DISPUTE:

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If any dispute or difference of any kind whatsoever shall arise between BHEL and the Supplier/Vendor, arising out of the contract for the performance of the work whether during the progress of contract termination, abandonment or breach of the contract, it shall in the first place referred to Designated Engineer for amicable resolution by the parties. Designated Engineer (to be nominated by BHEL for settlement of disputes arising out of the contract) who within 60 days after being requested shall give written notice of his decision to the contractor. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by the Supplier/Vendor who shall proceed with the work with all due diligence, whether he or BHEL desires to resolve the dispute as hereinafter provided or not.

If after the Designated Engineer has given written notice of this decision to the party and no intention to pursue the dispute has been communicated to him by the affected party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event the Supplier/Vendor being dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be resolved through conciliation in terms of the BHEL Conciliation Scheme 2018 as per Clause 21.1

31.1 Conciliation:

Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure as per BHEL Conciliation Scheme 2018. 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 - "Procedure for conduct of conciliation proceedings" (as available in www.bhel.com).

Note: Ministry of Finance has issued OM reference No. 1/2/24 dated 03.06.2024 regarding "Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement. In the said OM it has been recommended that Government departments/ Entities/agencies are to encourage mediation under the Mediation Act. 2023. The said Act has not yet been notified by the Government. Therefore, the clause "Settlement of Disputes" shall be modified accordingly as and when the Mediation Act 2023 gets notified.

31.2 ARBITRATION:

- a) Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 21.1 herein above or otherwise) 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 (hereinafter referred to as the 'Dispute'), then, either Party may, refer the disputes to Arbitral Institution (to be identified by the contract issuing agency (eg. "IIAC" (India International Arbitration Centre) for Delhi/NCR offices) and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.
- b) A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice') before referring the matter to arbitral institution. The

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Notice shall be addressed to the Head of the Region, Power Sector/ Unit, BHEL, executing the Contract and shall contain the particulars of all claims to be referred to arbitration with sufficient detail and shall also indicate the monetary amount of such claim including interest, if any.

- c) After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the Arbitral Institutions..... (to be identified by the contract issuing agency) and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd Judge having considerable experience in commercial matters to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.
- d) The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.
- e) The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be(to be identified by BHEL-TBG).
- f) Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at(to be identified by BHEL-TBG).
- g) Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.
- h) It is agreed that Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crores.
- i) In case the disputed amount (Claim, Counter claim including interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.
- j) In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for the purpose of clause 21.2.9. Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction.

In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD

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(Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14-12-2022 as amended from time to time.

JURISDICTION: Subject to clause 31 of this contract, the Civil Court having original Civil Jurisdiction (to be decided by the Unit e.g. Delhi for TBG, shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract.

GOVERNING LAWS

The contract shall be governed by the Law for the time being in force in the Republic of India.

32. Breach of contract, remedies and termination: In the event of a breach of Contract by the supplier, the Performance Bank Guarantee will be forfeited and credited to BHEL's account.

(A) Breach of contract and Termination:

Following conditions shall be considered as breach of contract:

- a) Non-supply of material/ non-completion of work by the Supplier/Vendor within scheduled delivery/ completion period as per contract or as extended from time to time.
- b) The Supplier/Vendor 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.
- c) The Supplier/Vendor delivers equipment/ material not of the contracted quality.
- d) The Supplier/Vendor fails to replace the defective equipment/ material/ component as per guarantee clause.
- e) Withdrawal from or abandonment of the work by the Supplier/Vendor before completion as per contract.
- f) Assignment, transfer, subletting of Contract by the Supplier/Vendor without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
- g) Non-compliance to any contractual condition or any other default attributable to Supplier/Vendor.
- h) Any other reason(s) attributable to Vendor towards failure of performance of contract.
- i) In case of breach of contract, BHEL shall have the right to terminate the Purchase Order/ Contract either in whole or in part thereof without any compensation to the Supplier/Vendor.
- j) Any of the declarations furnished by the contractor at the time of bidding and/ or entering into the contract for supply are found untruthful and such declarations were of a nature that could have resulted in non-award of contract to the contractor or could expose BHEL and/ or Owner to adverse consequences, financial or otherwise.
- k) Supplier/Vendor is convicted of any offence involving corrupt business practices, antinational activities or any such offence that compromises the business ethics of BHEL, in violation of the Integrity Pact entered into with BHEL has the potential to harm the overall business of BHEL/ Owner.

Note-Once BHEL considers that a breach of contract has occurred on the part of Supplier/Vendor, BHEL shall notify the Supplier/Vendor by way of notice in this regard. Contractor shall be given an opportunity to rectify the reasons causing the breach of contract within a period of 14 days.

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In case the contractor fails to remedy the breach, as mentioned in the notice, to the satisfaction of BHEL, BHEL shall have the right to take recourse to any of the remedial actions available to it under the relevant provisions of contract.

(B) Remedies for breach of contract:

In case of Breach of Contract, BHEL shall recover 10% amount of the contract value from the vendor in following manners:

- (i) Wherein the period as stipulated in the notice issued under clause 14.1 has expired and Supplier/Vendor has failed to remedy the breach, BHEL will have the right to terminate the contract on the ground of "Breach of Contract" without any further notice to contractor.
- (ii) Upon termination of contract, BHEL shall be entitled to recover an amount equivalent to 10% of the Contract Value for the damages on account of breach of contract committed by the Supplier/Vendor. This amount shall be recovered by way of encashing the security instruments like performance bank guarantee etc available with BHEL against the said contract. In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the Supplier/Vendor, retention amount, from the money due to the Supplier/Vendor etc. with BHEL) or the other legal remedies shall be pursued.
- (iii) wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case no security instruments are available or the value of the security instruments available is less than 10% of the contract value, the 10% of the contract value or the balance amount, as the case may be, will be recovered in all or any of the following manners:
- (iv) In case the amount recovered under sub clause (a) above is not sufficient to fulfil the amount recoverable then; a demand notice to deposit the balance amount within 30 days shall be issued to Supplier/Vendor.
- (v) If Supplier/Vendor fails to deposit the balance amount within the period as prescribed in demand notice, following action shall be taken for recovery of the balance amount:
 - a) from dues available in the form of Bills payable to defaulted Supplier/Vendor against the same contract.
 - b) If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered from any money(s) payable to Supplier/Vendor under any contract with other Units of BHEL including recovery from security deposits or any other deposit available in the form of security instruments of any kind against Security deposit or EMD.
- (vi) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier/Vendor.
- (vii) It is an agreed term of contract that this amount shall be a genuine pre-estimate of damages that BHEL would incur in completion of balance contractual obligation of the contract through any other agency and BHEL will not be required to furnish any other evidence to the Supplier/Vendor for the purpose of estimation of damages.
- (viii) In addition to the above, imposition of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

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Note:

1) The defaulting Supplier/Vendor shall not be eligible for participation in any of the future enquiries floated by BHEL to complete the balance work. The defaulting contractor shall mean and include:

(a) In case defaulted Supplier/Vendor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor.

(b) In case defaulted Supplier/Vendor is The Partnership Firm, any firm comprising of same partners/ some of the same partners; or sole proprietorship firm owned by any partner(s) as a sole proprietor.

32.1 Liquidated Damage in case of termination of contract:

In case of termination of contract, LD shall be calculated as below:

LD against delay in executed Work/ Supply shall be calculated in line with LD clause of the contract for the delay attributable to 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:

- a) 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
- b) Let the value of executed work/ supply till the time of termination of contract = X
- c) 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
- d) Delay in executed work/ supply attributable to contractor/ supplier i.e. $T2 = [1 - (X/Y)] \times T1$
- e) LD shall be calculated in line with LD clause of the Contract for the delay attributable to 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.

33. HEALTH, SAFETY AND ENVIRONMENT (HSE) OF BHEL: BHEL has their own Health, safety and environment. HSE policy is enclosed for bidder's reference.

34. Prevention for cartel formation: The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

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

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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.
36. **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

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any such use, if any, will be conditioned upon additional terms and conditions that Seller determines to be acceptable for protection against nuclear liability.

37. Force Majeure (Clause No.24 of GTC):

1 "Force Majeure" shall mean circumstance which is:

- a) beyond control of either of the parties to contract,
- b) either of the parties could not reasonably have provided against the event before entering into the contract,
- c) having arisen, either of the parties could not reasonably have avoided or overcome, and
- d) is not substantially attributable to either of the parties and prevents the performance of the contract.

Such circumstances include but shall not be limited to:

- i. War, hostilities, invasion, act of foreign enemies.
- ii. Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war.
- iii. Riot, commotion or disorder by persons other than the contractor's personnel and other employees of the contractor and sub-contractors.
- iv. Strike or lockout not solely involving the contractor's personnel and other employees of the contractor and sub-contractors.
- v. Encountering munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the contractor's use of such munitions, explosives, radiation or radio- activity.
- vi. Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc.
- vii. Epidemic, pandemic etc.

2. The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party:

- (a) any strike, work-to-rule action, go-slow or similar labour difficulty
- (b) late delivery of equipment or material (unless caused by Force Majeure event) and
- (c) economic hardship.

3. If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 15 (fifteen) days after the occurrence of such event.

4. The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a period of time equal to period of delay caused due to such Force Majeure event.

5. Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not

- v) Constitute a default or breach of the Contract.
- vi) Give rise to any claim for damages or additional cost expense occasioned thereby, if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.

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6. BHEL at its discretion may consider short closure of contract after 1 year of imposition of Force Majeure in line with extant guidelines. In any case, Supplier/Vendor cannot consider deemed short-closure after 1 year of imposition of Force Majeure.

38. **Suspension of Business Dealings with Suppliers (Clause no.32 of GTC):** The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms / principal / agents, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.

If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in any act, including but not limited to, mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or tampers the tendering process or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860(Bhartiya Nyaya Samhita 2023) or any other law in force in India, or does anything which is actionable under the Guidelines for Suspension of Business dealings, action may be taken against such bidder / supplier / contractor as per extant guidelines of the company available on www.bhel.com and / or under applicable legal provisions. Guidelines for suspension of business dealings is available in the webpage:

http://www.bhel.com/vender_registration/vender.php

39. **Limitation of Liability (clause no.37 of GTC):**

Notwithstanding anything to the contrary in this Contract or LOA or Work Order or any other mutually agreed document between the parties, the maximum liability, for damages, of the contractor, its servants or agents, shall under no circumstances exceed an amount equal to the Price of the Contract or the Work Order. Neither party shall be liable to the other for any indirect or consequential loss or damage, including but not limited to loss of use, loss of profits, or loss of contracts, or special, punitive, exemplary losses whatsoever, arising out of or in connection with this contract.

This shall not be applicable on the recoveries made by Customer from BHEL on account of Contractor, any other type of recoveries for workmanship, material, T&P etc. due from the contractor."

40. **Order of Precedence (Clause no.28 of GTC):**

In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:

- a. Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL.
- b. Special Terms and conditions (STC)
- c. General Terms and conditions (GTC)/ **Addl GTC for ETC**

Provisions in (a) and (b) above shall prevail over (c). In case of conflict, between Technical Specifications and STC / GTC, bidder to seek necessary clarifications from BHEL concerned official as specified in NIT.

41. **NOTE:** 1. In the event of our customer order covering this tender being cancelled /placed on hold /otherwise modified, BHEL would be constrained to accordingly cancel / hold / modify the tender at any stage of execution.

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2. BHEL may negotiate the L1 rate, if not meeting our budget / estimated cost. BHEL may re-float the tender opened, if L1 price is not acceptable to BHEL even after negotiation. Any deviation from the conditions specified in Techno-Commercial Terms and Conditions, will lead to rejection of offer.
3. Any change in applicable rates of Tax or any other statutory levies (Direct / Indirect) or any new introduction of any levy by means of statute and its corresponding liability for the deliveries beyond the agreed delivery date for reasons not attributable to BHEL will be to vendors account. BHEL will not reimburse the same and any subsequent claim in this respect will be summarily rejected.
4. BHEL reserves its right to reject an offer due to unsatisfactory past performance by the respective Vendor in the execution of any contract to any BHEL project / Unit.
5. The offers of the bidders who are under suspension and also the offers of the bidders, who engage the services of the banned firms /principal/agents, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.
6. Recovery / deduction as applicable as per Direct and Indirect taxes as notified by Govt. Of India from time to time will be made and information/certificate for such deduction/recoveries shall be provided by BHEL to the vendor.

42. **Annexure-H:** Bidder to submit the duly filled Indemnification Agreement format.

43. Bidder to submit the POA (Power of Attorney) for submission of tender along with bid.

44. 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.

NAME & SEAL OF TENDERER

Enclosures:

- a) Offer forwarding letter / tender Submission Letter
- b) Activity Schedule, Commercial & Technical deviation Sheet.
- c) Instruction of DPIIT (**Annexure-1**), **Annexure-2/3** (Compliance regarding restrictions under Rule 144 (xi) of General Financial Rules (GFRs), 2017).
- d) Format for declaration of minimum local content (**Annexure-A1 & A2**).
- e) Format for compliance of MoP order dated 02-07-2020 (**Annexure-B**).
- f) Format of Integrity pact (**Annexure-C**).
- g) Declaration Regarding Insolvency/ Liquidation/ Bankruptcy Proceedings (**Annexure-D**).
- h) Format of Performance BG to BHEL and to BPCL.
- i) Copy of HSE policy.
- j) Details of Packing list of GIS Module (**Annexure-E**).
- k) MOU format (**Annexure-F**)
- l) General Terms and Condition of NIT.
- m) BHEL'S PRICE BID FORMAT.

SPECIAL TERMS & CONDITIONS

**SUPPLY & SERVICES OF 220kV GIS AND ASSOCIATED EQUIPMENTS
FOR 220kV GIS PACKAGE for BINA PETCHEM AND REFINERY
EXPANSION PROJECT (BPREP) OF M/S BHARAT PETROLEUM
CORPORATION LIMITED (BPCL)**

- n) All required documents/ credentials meeting BHEL's Technical PQR shall be submitted by GIS OEM/bidder as per **Annexure-G**.
- o) Indemnification Agreement format (**Annexure-H**)

OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

Offer Reference No:
.....

Date:

To,
(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Submission of Offer against Enquiry No.:

Having examined the tender documents against your Enquiry No. _____ dated _____ and having understood the provisions of the said tender documents and having thoroughly studied the requirements of BHEL related to the work tendered for, in connection with _____ (name of work & project site), we hereby submit our offer for the proposed work in accordance with terms and conditions mentioned in the tender documents, at the prices quoted by us and as per the indicated delivery schedule.

Should our Offer be accepted by BHEL for Award, I/we further agree to furnish 'Performance Security' for the work as provided for in the Tender Conditions within the stipulated time as may be indicated by BHEL.

I/We further agree to execute all the works referred to in the said Tender documents upon the terms and conditions contained or referred to therein and as detailed in the appendices annexed thereto.

I/We have deposited herewith the requisite Earnest Money Deposit (EMD) as per details furnished in the Check List (wherever applicable).

Authorised Representative of Bidder

Signature:

Name:

Address:

Place:

Date:

Activity Schedule for PO-1/WO (Main Supply/Service Items)

Sl. 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.
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.
4	Review and Approval of documents from BHEL/Customer and issue of manufacturing clearance.	6 Weeks	BHEL scope.
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	Installation of GIS Bays and its associated work including LCC, cable trays, cabling and earthing work		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)

Sl. 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.
3	Submission of Documents necessary for getting manufacturing clearance like Drawings, Data sheet etc.		Supplier scope. To be quoted considering proposed delivery plan mentioned in STC.
4	Review and Approval of documents from BHEL/Customer and issue of manufacturing clearance.	6 Weeks	BHEL scope.
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:	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-3 (TOOLS AND TESTING & MAINTENANCE EQUIPMENT)

Sl. 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.
3	Submission of Documents necessary for getting manufacturing clearance like Drawings, Data sheet etc.		Supplier scope. To be quoted considering proposed delivery plan mentioned in STC.
4	Review and Approval of documents from BHEL/Customer and issue of manufacturing clearance.	6 Weeks	BHEL scope.
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:	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.		



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



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

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	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. Evidence of valid registration by the Competent Authority is attached.	Agreed

(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-A1

**DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH
REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017
DATED 04TH JUNE, 2020 AND SUBSEQUENT ORDER(S)**

(To be typed and submitted in the Letter Head of the Entity/Firm providing certificate as applicable)

To,

(Sh. Gaurav Agarwal

5th floor, BHEL Sadan, Film city, Noida Sector-16A)

Dear Sir,

Sub: Declaration reg. minimum local content in line with Public Procurement (Preference to Make in India), Order 2017-Revision, dated 04th June, 2020 and subsequent order(s).

Ref: 1) Enquiry No.:

2) All other pertinent issues till date

We hereby certify that the items/works/services offered by..... (*specify the name of the organization here*) has a local content of _____ % and this meets the local content requirement for '**Class-I local supplier**' / '~~Class-II local supplier~~' ** as defined in Public Procurement (Preference to Make in India), Order 2017-Revision dated 04.06.2020 issued by DPIIT and subsequent order(s).

The details of the location(s) at which the local value addition is made are as follows:

1. _____ 2. _____

3. _____ 4. _____

...

Thanking you,

Yours faithfully,

**(Signature, Date & Seal of
Authorized Signatory of
the Bidder)**

** - Strike out whichever is not applicable.

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:

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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.

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- 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.

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

For & On behalf of the Principal

(Office Seal)

Place-----

Date-----

Witness:_____

(Name & Address) _____

For & On behalf of the Bidder/

Contractor

(Office Seal)

Witness:_____

(Name & Address) _____

ANNEXURE-E

DETAILS OF PACKAGES

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

Note:

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

Annexure-D

UNDERTAKING

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Sh. Gaurav Agarwal

5th floor, BHEL Sadan, Film city, Noida Sector-16A)

Dear Sir/Madam,

**Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY
PROCEEDINGS**

Ref: Enquiry No.: _____

I/We,

_____ declare
that, I/We am/are not admitted under insolvency resolution process or liquidation under Insolvency
and Bankruptcy Code, 2016, as amended from time to time or under any other law as on date, by
NCLT or any adjudicating authority/authorities.

**Sign. of the AUTHORISED SIGNATORY
(With Name, Designation and Company seal)**

Place:

Date:

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

MEMORANDUM OF UNDERSTANDING

Pre Bid Tie-up with GIS Manufacturer for

Supply and Erection Supervision for 220 kV GIS & 66 kV GIS equipment for 220kV GIS PACKAGE for BINA PETCHEM AND REFINERY EXPANSION PROJECT (BPREP) OF M/S BHARAT PETROLEUM CORPORATION LIMITED (BPCL) – Tender floated by M/s EIL as EPCM consultant.

BETWEEN

BHARAT HEAVY ELECTRICALS LIMITED

AND

<< Name of GIS Sub Contractor >>

Date: _____

Memorandum of Understanding

For Project/Tender Details: **BHEL TENDER DETAILS TO BE FILLED BY TBMM**

This Memorandum of Understanding (hereinafter referred to as “MOU”) is made on the _____ day of _____ Two thousand and Twenty Five.

BETWEEN:

M/s **Bharat Heavy Electricals Limited, Transmission Business Group-Noida**, a company incorporated under the laws of Companies Act 1956 and having its Registered Office at **BHEL HOUSE, SIRI FORT, NEW DELHI – 110049 (INDIA)**, (hereinafter called “BHEL (1st Party)”, which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns),

AND

M/s., a company having its registered office at (hereinafter referred to as “..... **GIS OEM (2nd Party)**” which expression shall unless repugnant to the context or meaning thereof, include its successors and assigns),

(“BHEL” and “.....” are individually referred to as the “Party” and collectively as the “Parties”)

WHEREAS

1. M/s. **Engineers India Limited.** (here in after referred to as “EIL”) has issued the following tender document to BHEL (here in after referred to as the “Tender”):
 - a. EIL Tender Name: **220kV GIS PACKAGE for BINA PETCHEM AND REFINERY EXPANSION PROJECT (BPREP) OF M/S BHARAT PETROLEUM CORPORATION LIMITED (BPCL).**
 - b. Bidding Document No.: **JP/B957-000-EB-T-0020/1004**
2. BHEL intends to participate in above “Tender” as an EPC bidder and wish to enter into a pre-bid Tie-up with qualified GIS OEM (2nd Party) for scope as defined in its NIT as detailed below:
 - a. BHEL NIT Name: **TO BE FILLED BY TBMM**
 - b. BHEL NIT Specification Reference: **TO BE FILLED BY TBMM**
3. M/s..... who are the established and reputed manufacturer of Gas Insulated Switchgear (GIS) up to having its manufacturing facilities at..... had submitted its bid Ref No.....

dated ----- to BHEL with an intent enter into a pre-bid Tie-up for getting associated with BHEL as a sub-contractor for supply and services as per scope defined in BHEL's NIT.

4. Based on the offers received by BHEL and subsequent Techno-commercial evaluation, M/s (GIS OEM, 2nd Party) is determined to be a qualified bidder and has emerged as the lowest evaluated Bidder having requisite capacity and capability to undertake Supply & services w.r.t. 220 & 66 kV GIS Equipment and has been pre-selected by BHEL to bid for the aforesaid tender.
5. Accordingly, M/s..... (GIS OEM, 2nd Party) authorize M/s. Bharat Heavy Electricals Limited to offer its GIS equipment against the tender invited by M/s EIL for

“220kV GIS PACKAGE for BINA PETCHEM AND REFINERY EXPANSION PROJECT (BPREP) OF M/S BHARAT PETROLEUM CORPORATION LIMITED (BPCL).”

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

8. SCOPE OF WORK

- i. The broad Scope of Work to be performed by M/s. _____ (GIS OEM, 2nd Party) shall include 220 & 66 kV GIS equipment related scope including Design, Engineering, procurement, manufacturing, supply, supervision of Erection/Installation, Testing, Commissioning/ Commissioning assistance as applicable and any other associated activities/scopes as outlined in the technical specification. However, in case of any further scope of Supply & services required for overall completion of the above package shall be as per the details finalized on the basis of resulting contracts with M/s EIL.
- ii. All other work except which have specifically been agreed upon by Ms..... will be executed by M/s BHEL as EPC contractor including
 - a. Overall Engineering & Project management.
 - b. Planning, monitoring, scheduling and reporting.
 - c. Procurement and Supply of balance Equipment including in-house manufactured items.
 - d. Participation in Progress review meeting.
 - e. Erection, Testing & Commissioning including Civil Works.

However, Ms.....(GIS manufacturer) would support BHEL and will provide requisite assistance, inputs for the above as and when required by BHEL without any reservation.
- iii. Each Party shall be responsible for and shall co-operate with each other in obtaining and maintaining respective permits, licenses and other authorizations required for the performance of its Scope of Work, except those which are required to be obtained by M/s EIL.
- iv. It will be the sole responsibility of M/s. _____ to submit the requisite details in the prescribed format duly signed and authorized as per requirement of tender document so as to meet the qualifying requirement as an acceptable **GIS manufacturer**.

9. Responsibilities of BHEL

- i. BHEL shall submit its competitive bid as EPC contractor against the tender issued by M/s EIL in association with the M/s(220 & 66 kV GIS OEM as sub-contractor) based on its finalized bid for the scope of work to be executed by the GIS OEM (2nd Party).
- ii. In case BHEL is awarded NOA by EIL/BPCL for the Project, BHEL shall place a Purchase Order on the GIS OEM (2nd Party) for (.....**BHEL TENDER DETAILS TO BE ENTERED BY TBMM**) for 220 & 66 kV GIS related scope as outlined in this MOU.

10. Responsibilities of M/s(GIS OEM, 2nd Party)

- i. M/s undertakes to support and associate with BHEL as Sub-contractor in its bid preparation for the scope of work related to 220 & 66 kV GIS equipment.
- ii. In the event, BHEL is not awarded the NOA by EIL/BPCL), M/s..... shall not have any claim whatsoever on M/s BHEL and the MOU shall stand terminated.
- iii. The GIS OEM (2nd Party) undertakes that breach of any of the above responsibilities / obligations on his / its part shall amount to his/its disqualification.
- iv. In the event, Purchase Order is placed by BHEL on the GIS OEM (2nd Party), the GIS OEM (2nd Party) undertakes to maintain the highest standard of professional and ethical competence, integrity and also maintain strict confidentiality of all the reports, discussions, data, information such as maps, diagrams, plans, statistics, plans, designs, reports, drawings and supporting records or material documents or software furnished by BHEL and further the GIS OEM (2nd Party) shall neither use the same for purposes unrelated to this tender nor disclose or share with any third party without the consent of BHEL.

11. Exchange of Information & Completeness

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

12. Amendments

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

13. Terms of MOU

The MOU shall remain in force till issue of Purchase Order by BHEL (in the event of BHEL emerging successful in its EPC bid submitted to EIL and EIL winning the TBCB bid as Transmission Service Provider) on the M/S ----- (GIS OEM, 2nd Party). These activities are anticipated to take about nine (09) months from the date of signing of MOU.

All terms and conditions of BHEL's NIT as agreed, minutes of meetings between BHEL, and _____ shall also form part of the resulting contracts between BHEL and _____ subsequent to finalization of tender by M/s EIL.

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

This MOU shall be valid from the date of its execution by both the Parties, and continue to be in force for the Term (stated herein above) until terminated under the circumstances specified herein. This MOU shall terminate upon the occurrence of any of the following, whichever is earliest:

- a) By mutual Agreement;
- b) In the event the BHEL is awarded the LOI by the EIL and this MOU is substituted with a Purchase Order placed by BHEL on M/S ---- (GIS OEM, 2nd Party);
- c) In the event BHEL is not awarded the NOA by EIL/BPCL, under such circumstances, BHEL shall terminate this MOU by issuing a written notice to M/S----- (GIS OEM, 2nd Party) and such termination shall be effective from the date of such notice;
- d) On expiry of validity of the bid submitted by M/S ----- (GIS OEM, 2nd Party) in response to the NIT (Details to be put by TBMM);
- e) In the event the GIS OEM (2nd Party) commits any breach in performance of any of the responsibilities specified in Clause-10 of this MOU

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

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

(If there is an apprehension that any dispute may arise in future the following clause may be added)
However, in case any dispute arising out the subject MOU, the same shall be resolved/ adjudicated by appointing sole arbitrator referring the dispute to Delhi International Arbitration Centre, High Court of Delhi, in terms of

Arbitration and Conciliation Act 1996 and amendments made therein time to time. The fee and proceeding of arbitration shall be as per DIAC.

Further, the court at New Delhi shall have the exclusive jurisdiction to adjudicate any dispute arising out this MOU.

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

a. M/s. Bharat Heavy Electricals Limited,

Transmission Business Group,

CONTACT DETAILS OF TBMM OFFICIAL

5th Floor, BHEL Sadan, Plot No. 25

Sector-16A, Noida-201301, U.P

E-mail id: _____@bhel.in

Mob. No: _____

b. M/S ---- (GIS OEM)

Name: _____

Address : _____

E-mail id: _____

Mob. No: _____

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

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

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

For (GIS OEM, 2 nd Party)	For Bharat Heavy Electricals Limited
Signature:	Signature:
Name:	Name:
Designation:	Designation:
Address:	Address: M/s. Bharat Heavy Electricals Limited, Transmission Business Group, 5th Floor, BHEL Sadan, Plot No-25, Sector-16A, Noida- 201301, U.P
Witness-1	Witness-1
Witness-2	Witness-2

ANNEXURE- TECHNICAL QUALIFYING CRITERION

5. BIDDER QUALIFICATION CRITERIA (BQC):

5.1. EXPERIENCE CRITERIA – TECHNICAL:

The Bidder shall either be a:

- Sole bidder (Indian)
- A consortium/ Joint venture of maximum 2 (two) members (both Indian)

The bidder shall meet the following qualification criteria:

5.1.1. The bidder (in case of sole bidder) ~~or one of the members in case of Consortium/ Joint venture~~ shall be a manufacturer of Gas Insulated switchboard with SF6 circuit breaker of rating 220kV (minimum) and shall have executed at least One (1) order for EHV indoor, double bus GIS (with single breaker/ one and half breaker/ double breaker execution) of voltage rating 220kV or above with SF6 circuit breaker having minimum bus rating of 2000A, 50 kA for 3 sec. and total 4 nos. of circuit breaker having same model of EHV GIS and SF6 circuit breaker as being offered, including design, detailed engineering, procurement, supply, fabrication, along with either installation, testing and commissioning or supervision of installation, testing and commissioning, in the last ten (10) years, reckoned from the last day of month previous to the one in which the enquiry was issued and the reference job must have completed a period of minimum one (01) year after commissioning.

5.1.2. ~~In case the sole bidder is not meeting requirement of clause 5.1.1 above, bidder can still qualify provided the bidder has executed as an EPC/LSTK contractor, a work having supply, installation, testing and commissioning of a Gas insulated switchboard with SF6 circuit breaker of rating 220kV (minimum) and the bidder engages an EHV GIS manufacturer for this job who has executed at least one (01) order for EHV indoor, double bus GIS (with single breaker/ one and half breaker/ double breaker execution) of voltage rating 220kV or above with SF6 circuit breaker having minimum bus rating of 2000A, 50kA for 3 sec. and total 4 nos. circuit breaker bays having same model of EHV GIS & SF6 circuit breaker as being offered, including design, detailed engineering, procurement, supply, fabrication, along with either testing and commissioning or supervision of testing and commissioning. The reference EPC/LSTK job and GIS manufacturer's reference job must have been completed and commissioned in the last ten (10) years, reckoned from the last day of month previous to the one in which the enquiry was issued and the reference job must have completed a period of minimum one (01) year after commissioning.~~

5.1.2.1. In such a case, the bidder, along with the bid, shall submit memorandum of understanding (MoU)/ Agreement and a clear scope/ responsibility matrix (activity wise) with the finalized GIS manufacturer based on the experiences mentioned in EHV GIS manufacturer qualifying reference, which shall be binding on the bidder and is not to be changed thereafter and shall remain in force at least for 4 years or till the defect liability period whichever is later. The minimum scope of the EHV GIS manufacturer in MoU shall include supply, installation, testing and commissioning of their EHV GIS. The minimum scope of the bidder in MoU shall include but not limited to i) overall project management, ii) Planning, monitoring, scheduling and reporting, iii) Procurement of critical hardware, iv) Participation in progress review meeting and v) commissioning.

The MOU / agreement shall be converted into definitive contract agreement between successful bidder & EHV GIS manufacturer after award of job and before signing of contract with BPCL which shall be done within one month from the date of award to EPC contractor and this agreement must remain in force for at least 4 years or till the defect liability period whichever is later.

5.1.3. 220 kV Gas Insulated Switchboard shall be supplied from the manufacturer's same unit/ works from which GIS switchboards meeting the criteria specified at 5.1.1 & 5.1.2 above have been supplied for the referenced jobs/ past projects.

Prepared by
[Signature]
20/6/24

Checked By
[Signature]
20/6/25

Approved By
[Signature]
20/6/25

Page 4 of 21

INDEMNIFICATION AGREEMENT

This Indemnification Agreement is executed at [●] on this the [●] day of [●] 2024

BY AND BETWEEN

Bharat Heavy Electricals Ltd., a Company incorporated under Companies Act, 1956 having its registered office at BHEL House, Siri Fort, Asiad Village, New Delhi – 110049 and the executing office at TBG, BHEL 5th Floor, BHEL Sadan, Plot No. 25, Sector-16A, Noida-201301, U.P., (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its legal representatives, nominees, permitted assigns and successors) (hereinafter referred to as “**FIRST PARTY/BHEL**”),

AND

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

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

WHEREAS

- (A) The First Party is planning to bid for (Employer) enquiry no. JP/B957-000-EB-T-0020/1004 for the execution of 220 kV GIS PACKAGE for BINA PETCHEM AND REFINERY EXPANSION PROJECT (BPREP) OF M/S BHARAT PETROLEUM CORPORATION LIMITED (BPCL). (hereinafter referred to as “**The Project**”).
- (B) As per Clause No. 5.1.2 of NIT (BQC) forming part of the Bidding Documents, the First Party meets the requirement and the Second Party meets the requirements under Clause No. 5.1.2 of NIT (BQC) for 220 kV GIS Scope.
- (C) In order to participate in the bidding process, The First Party has invited a tender from the qualified GIS manufacturers with a proposal to declare the Second Party as an associate for Design, Manufacture, Supply & Supervision of Erection, Testing & Commissioning of 220 & 66 kV Gas Insulated Switchgear (**GIS**) and accessories for execution of the Project.
- (D) The Second Party has agreed to the said proposal and submitted its bid to the first party. The first party selected the second party as the qualified associate through their standard tendering process.
- (E) In line with the EIL’s tender qualifying requirements, for GIS manufacturer to quote as an associate, the associate has to sign a MOU with the First Party (**Attached as Annexure – 1 with the present agreement**). As per Clause 8 of the MOU, the Associate has to undertake to be jointly and severally liable and bound unto the Employer for successful performance of the GIS portion of the Contract along with the EPC bidder.
- (F) The Parties have therefore agreed that the First Party, as the EPC contractor/Sole Bidder, shall be solely responsible for Supply, Civil and Services portion defined in bidding document by EIL, whereas the scope of the Second Party shall be limited only

to Design, Manufacture, Supply and Supervision of Erection, Testing and Commissioning of GIS. The clear responsibility of individual Parties, in terms of the EIL tender, shall form integral part of this Indemnification Agreement. The scope of work of the parties is annexed to this Indemnification Agreement and marked as **Annexure-2.**

- (G) The Parties have agreed to execute this Indemnification Agreement in order to safeguard each other against any loss or damage arising out of any demands/disputes/claims/litigation, etc. that may be raised by EIL or their representatives owing to of any shortfall or deficiency in work carried out by the parties in their respective scope of work as per Annexure-2 during the execution of the Project.
- (H) Accordingly, the parties now wish to set out the mutual responsibilities towards each other arising out of their scope of work as delineated in Annexure-2 before, during, and after the execution of the Project.
- (I) The Parties agree, confirm, undertake and certify that they have all the requisite approvals and permissions including approval of their respective Boards and there is nothing restricting them to execute this Indemnification Agreement and its enforceability under the applicable laws of India.

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

1. The above Preamble/Recital shall be considered as an integral part of this Indemnification Agreement.
2. The First Party undertakes and agrees that in the event of the contract being awarded to the First Part (as sole bidder under Route-4 category of EIL), the Second Party shall not be liable to EIL for any breach committed by the First Party in relation to the First Party's scope of work in terms of the requirements mentioned in Clause 8 of MOU.
3. The Second Party undertakes and agrees that in the event of the contract being awarded to the First Party, the First Party shall not be liable to EIL for any breach committed by the Second Party in relation to the Second Party's scope of work in terms of the requirements mentioned in Clause 8 of MOU.
4. The First Party undertakes and agrees not to carry out any obligations and responsibilities under the MOU in order to discharge the obligations and responsibilities of the Second Party stipulated in the Contract/Tender with respect to Second Party's scope of work related to Design, Manufacture, Supply & Supervision of Erection, Testing & Commissioning of 220 & 66 kV GIS and accessories and more particularly delineated in Annexure-2.
5. The Second Party undertakes and agrees not to carry out any obligation and responsibilities under the MOU in order to discharge the obligations and responsibilities of the First Party stipulated in the Contract/Tender with respect to First Party's scope of work related to remaining Supply, Civil and Services Portion and more particularly delineated in Annexure-2.
6. The First Party hereby irrevocably undertakes and agrees to indemnify and hold the Second Party harmless from and against all actions, proceedings, claims, liabilities, penalties, demands, litigations, costs and losses whatsoever, incurred or suffered or to be incurred or to be suffered by the Second Party on account of any shortfall or

deficiency in work carried out by the First Party in its scope as per Annexure-2 during the execution of the Project.

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

Give Address; emails; fax details

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

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

Witnesses:

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

1.

(Authorized Representative)

2.

For, -----
(Second Party)

(Authorized Representative)

ANNEXURE-1 to Indemnification Agreement: MOU between Bidder & GIS OEM

ANNEXURE-2 to Indemnification Agreement

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

Scope of Second Party (Associate / GIS OEM)

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

ANNEXURE_BOQ_BPCL Bina to be furnished by TBEM

Scope of First Party (BHEL)

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

Validate

Print

Help

Item Wise BoQ

Tender Inviting Authority: BHEL TBG NOIDA

Name of Work: BPCL Bina (220kV GIS)

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 relevent 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, 50KA FOR 3S, GAS INSULATED SWITCHGEAR (GIS) AS PER TS (Two/ Double bus scheme) (For item sl. No. 1.01-1.12): GIS SUPPLY: 220KV, 2000A, 50ka, SF6 GIS BUS BAR MODULE (INCLUDING SF6 GAS, STRUCTURE, HARDWARES & EARTHING MATERIALS) AS PER TS	item1	4	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
1.02	GIS SUPPLY: 220KV, 50ka, SF6 BUS PT/ VT BAY MODULE WITH BUS EARTH SWITCH (INCLUDING SF6 GAS, STRUCTURE, HARDWARES & EARTHING MATERIALS) AS PER TS	item2	4	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
1.03	GIS BAY SUPPLY: 220kv, 2000A, 50 kA, SF6 INCOMING GIS LINE FEEDER BAY MODULE (INCLUDING SF6 GAS, STRUCTURE, HARDWARES & EARTHING MATERIALS) AS PER TS	item3	2	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
1.04	GIS BAY SUPPLY: 220kv, 2000A, 50ka, SF6 GIS BUS COUPLER BAY MODULE (INCLUDING SF6 GAS, STRUCTURE, HARDWARES & EARTHING MATERIALS) AS PER TS	item4	2	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
1.05	GIS BAY SUPPLY: 220kv, 2000A, 50ka, SF6 GIS BUS SECTIONALISER BAY MODULE (INCLUDING SF6 GAS, STRUCTURE, HARDWARES & EARTHING MATERIALS) AS PER TS	item5	2	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
1.06	GIS BAY SUPPLY: 220kv, 2000A, 50 kA, SF6 OUTGOING GIS TRANSFORMER FEEDER BAY MODULE (INCLUDING SF6 GAS, STRUCTURE, HARDWARES & EARTHING MATERIALS) AS PER TS	item6	3	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
1.07	GIS BAY SUPPLY: 220kv, 2000A, 50ka, SF6 OUTGOING GIS SPARE TRANSFORMER FEEDER BAY (FULLY EQUIPPED) MODULE (INCLUDING SF6 GAS, STRUCTURE, HARDWARES & EARTHING MATERIALS) AS PER TS	item7	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
1.08	GIS SUPPLY: 220KV, 1 PHASE SURGE ARRESTER WITH SURGE COUNTER (INCLUDING SF6 GAS, STRUCTURE, HARDWARES & EARTHING MATERIALS)	item8	30	NO	INR			0.00			0.00		0.000	0.000	INR Zero Only
1.09	GIS SUPPLY: 220KV, 1 PHASE CABLE CONNECTION MODULE (INCLUDING SF6 GAS, STRUCTURE, HARDWARES & EARTHING MATERIALS)	item9	1	NO	INR			0.00			0.00		0.000	0.000	INR Zero Only
1.10	GIS SUPPLY: 220KV, 1 PHASE VOLTAGE TRASNFORMER (INCLUDING SF6 GAS, STRUCTURE, HARDWARES & EARTHING MATERIALS)	item10	1	NO	INR			0.00			0.00		0.000	0.000	INR Zero Only
1.11	GIS SUPPLY: LOCAL CONTROL CUBICLES	item11	10	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
1.12	GIS SUPPLY: 220KV, CONTROLLED SWITCHING DEVICE (CSD) FOR 220KV, 3- PH CIRCUIT BREAKER	item12	2	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
2.01	SUPPLY- GIS: SPECIAL TOOLS AND TESTING & MAINTENANCE INSTRUMENTS AS PER TS (For item sl. No. 2.01-2.11): GIS SUPPLY: PORTABLE SF6 GAS LEAKAGE DETECTOR	item13	1	NO	INR			0.00			0.00		0.000	0.000	INR Zero Only
2.02	GIS SUPPLY: ONLINE PORTABLE SF6 GAS FILLING AND EVACUATION CART	item14	1	NO	INR			0.00			0.00		0.000	0.000	INR Zero Only

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Item Wise BoQ

Tender Inviting Authority: BHEL TBG NOIDA

Name of Work: BPCL Bina (220kV GIS)

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 relevent 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
2.03	GIS SUPPLY: SF6 GAS ANALYSER	item15	1	NO	INR			0.00			0.00		0.000	0.000	INR Zero Only
2.04	GIS SUPPLY: PORTABLE PARTIAL DISCHARGE (PD) MONITORING SYSTEM	item16	1	NO	INR			0.00			0.00		0.000	0.000	INR Zero Only
2.05	GIS SUPPLY: HANDLE FOR DISCONNECTOR SWITCH DRIVE, IF APPLICABLE	item17	4	NO	INR			0.00			0.00		0.000	0.000	INR Zero Only
2.06	GIS SUPPLY: HANDLE FOR EARTHING SWITCH DRIVE, IF APPLICABLE	item18	4	NO	INR			0.00			0.00		0.000	0.000	INR Zero Only
2.07	GIS SUPPLY: TRIPPING COIL	item19	2	NO	INR			0.00			0.00		0.000	0.000	INR Zero Only
2.08	GIS SUPPLY: CLOSING COIL	item20	2	NO	INR			0.00			0.00		0.000	0.000	INR Zero Only
2.09	GIS SUPPLY: DENSITY MONITORING DEVICE (1 SET= 2 NO OF EACH TYPE)	item21	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
2.10	GIS SUPPLY: PRESSURE GAUGE (1 SET= 2 NO OF EACH TYPE)	item22	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
2.11	GIS SUPPLY: ETHERNET SWITCH (1 SET= 1 NO OF EACH TYPE)	item23	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
3.01	SPARES- GIS: 220KV, 50KA FOR 3S, GAS INSULATED SWITCHGEAR (GIS) AS PER TS (For item sl. No. 3.01): GIS SPARES: RECOMMENDED SPARES FOR 2 YEARS OF NORMAL OPERATION AND MAINTENANCE	item24	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
4.01	SUPPLY- GIS: REFERENCE UNIT PRICE FOR ADDITION/ DELETION OF SUPPLY ITEMS (Unit Prices of Individual Equipment included here or in manadatory spares are required for any Addition/Deletion of Equipment and replacement of damaged items. Bidder to ensure that the unit prices have a logical relationship with prices of assemblies in main items. Quoting for unit prices is mandatory and shall be considered for evaluation) (For item sl. No. 4.01-4.18): SUPPLY- GIS: SPARES: 220KV, OPERATING MECHANISM FOR CIRCUIT BREAKER COMPLETE IN ALL RESPECT	item25	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
4.02	SUPPLY- GIS: SPARES: 220KV, OPERATING MECHANISM FOR DISCONNECTOR COMPLETE IN ALL RESPECT	item26	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
4.03	SUPPLY- GIS: SPARES: 220KV, OPERATING MECHANISM FOR MAINTENANCE EARTHING SWITCH COMPLETE IN ALL RESPECT	item27	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
4.04	SUPPLY- GIS: SPARES: 220KV, OPERATING MECHANISM FOR FAST ACTING/ HIGH SPEED GROUNDING SWITCH COMPLETE IN ALL RESPECT	item28	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
4.05	SUPPLY- GIS: SPARES: 220KV, MAINTENANCE EARTHING SWITCH COMPLETE IN ALL RESPECT	item29	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
4.06	SUPPLY- GIS: SPARES: 220KV, FAST ACTING/ HIGH SPEED GROUNDING SWITCH COMPLETE IN ALL RESPECT	item30	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
4.07	SUPPLY- GIS: SPARES: 220KV, SINGLE PHASE BUS BAR	item31	1	MTRS	INR			0.00			0.00		0.000	0.000	INR Zero Only

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Item Wise BoQ

Tender Inviting Authority: BHEL TBG NOIDA

Name of Work: BPCL Bina (220kV GIS)

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 relevent 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
4.08	SUPPLY- GIS: SPARES: 220KV, GIS METALLIC ENCLOSURE	item32	50	KGS	INR			0.00			0.00		0.000	0.000	INR Zero Only
4.09	SUPPLY- GIS: SPARES: 220KV, EXPANSION JOINTS	item33	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
4.10	SUPPLY- GIS: SPARES: 220KV, FLEXIBLE CONNECTIONS	item34	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
4.11	SUPPLY- GIS: SPARES: 220KV, BARRIER INSULATOR	item35	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
4.12	SUPPLY- GIS: SPARES: 220KV, NON-BARRIER INSULATOR	item36	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
4.13	SUPPLY- GIS: SPARES: 220KV, GAS SEALS	item37	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
4.14	SUPPLY- GIS: SPARES: 220KV, GAS DENSITY MONITOR SWITCH	item38	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
4.15	SUPPLY- GIS: SPARES: 220KV, GAS PRESSURE SWITCH	item39	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
4.16	SUPPLY- GIS: SPARES: 220KV, TEE BEND	item40	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
4.17	SUPPLY- GIS: SPARES: 220KV, ANGLE BEND	item41	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
4.18	SUPPLY- GIS: SPARES: 220KV, L-BEND	item42	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
5.01	SERVICES- GIS : 220KV, 50KA FOR 3S, GAS INSULATED SWITCHGEAR (GIS) AS PER TS (For item sl. No. 5.01-5.10): SERVICES- 220kv GIS: ERECTION OF GIS	item43	10	Bays	INR			0.00			0.00		0.000	0.000	INR Zero Only
5.02	SERVICES- 220kv GIS: ERECTION OF 1 PHASE SURGE ARRESTER WITH SURGE COUNTER	item44	30	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
5.03	SERVICES- 220kv GIS: ERECTION OF 1 PHASE CABLE CONNECTION MODULE	item45	36	NO	INR			0.00			0.00		0.000	0.000	INR Zero Only
5.04	SERVICES- 220kv GIS: ERECTION OF 1 PHASE VOLTAGE TRANSFORMER	item46	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
5.05	SERVICES- 220kv GIS: TESTING & COMMISSIONING OF GIS	item47	10	Bays	INR			0.00			0.00		0.000	0.000	INR Zero Only
5.06	SERVICES- 220kv GIS : FINAL SUCCESSFUL HV/ POWER FREQUENCY TESTING OF GIS INCLUDING ARRANGING OF HV TEST KIT ALONG WITH OPERATOR	item48	10	Bays	INR			0.00			0.00		0.000	0.000	INR Zero Only
5.07	SERVICES- 220kv GIS : 3D MODEL FOR 220KV GIS	item49	1	LOT	INR			0.00			0.00		0.000	0.000	INR Zero Only
5.08	SERVICES- 220kv GIS : INSULATION CO-ORDINATION STUDIES FOR GIS SYSTEM	item50	1	LOT	INR			0.00			0.00		0.000	0.000	INR Zero Only
5.09	SERVICES- 220kv GIS : TRAINING FOR GIS AT SITE (GIS/ ONLINE PARTIAL DISCHARGE MONITORING SYSTEM)	item51	7	DAY	INR			0.00			0.00		0.000	0.000	INR Zero Only
5.10	SERVICES- 220kv GIS : TRAINING FOR GIS AT MANUFACTURER WORKS	item52	7	DAY	INR			0.00			0.00		0.000	0.000	INR Zero Only

ANNEXURE: BOQ 220kV GIS SUPPLY BPCL Bina

REV No: 0.0

DATE: 20.06.2025

Sl. No.	Item Description	Unit	Qty.	Remarks
1.0	SUPPLY- GIS: 220KV, 50KA FOR 3S, GAS INSULATED SWITCHGEAR (GIS) AS PER TS (Two/ Double bus scheme)			
1.01	GIS SUPPLY: 220KV, 2000A, 50kA, SF6 GIS BUS BAR MODULE (INCLUDING SF6 GAS, STRUCTURE, HARDWARES & EARTHING MATERIALS) AS PER TS	SET	4	
1.02	GIS SUPPLY: 220KV, 50kA, SF6 BUS PT/ VT BAY MODULE WITH BUS EARTH SWITCH (INCLUDING SF6 GAS, STRUCTURE, HARDWARES & EARTHING MATERIALS) AS PER TS	SET	4	220kV PT/ VT BAY MODULE shall include following but not limited to, (a) 1 SET- 1 NO x3 phase Disconnecter with Maintenance Grounding Switch, complete with operating mechanism. (b) 1 SET- 1 NO x3 phase High Speed make proof Earthing Switch, complete with operating mechanism. (c) 3 NO- 1 phase multi winding Voltage Transformer with residual Current Circuit Breaker arrangement In addition to above, Gas device, UHF sensors, Pressure Switches, Expansion joints/ Flexible connections, Insulators etc. as applicable shall be included, however, Online PD Monitoring System, Local Control Cubicle and End Terminations, if applicable shall be covered separately. GIS shall be complete with all necessary terminal boxes, inspection windows, SF6 gas, grounding connection, pipings for gas monitoring system, trays, support structures with mounting hardware, walkways, interconnecting cables with glands, ferrules, lugs etc. Please refer section-2 (TS for EHV GIS)- Technical Specification.
1.03	GIS BAY SUPPLY: 220KV, 2000A, 50 kA, SF6 INCOMING GIS LINE FEEDER BAY MODULE (INCLUDING SF6 GAS, STRUCTURE, HARDWARES & EARTHING MATERIALS) AS PER TS	SET	2	220kV INCOMING GIS LINE FEEDER BAY MODULE shall include following but not limited to, (a) 1 SET- 1 NO x3 phase Circuit Breaker, compatible for Controlled Switching Facility (if applicable), complete with operating mechanism (b) 2 SET- 1 NO x3 phase Disconnecter with Maintenance Grounding Switch, complete with operating mechanism. (c) 1 SET- 1 NO x3 phase Disconnecter without Maintenance Grounding Switch, complete with operating mechanism. (d) 1 SET- 1 NO x3 phase High Speed make proof Earthing Switch, complete with operating mechanism. (e) 6 NO- 1 phase multi ratio Current Transformer. (f) 6 NO- Cable connection module suitable upto 2Rx1600sqmm XLPE Cable. (additional requirement, if any shall be payable as per other line item) In addition to above, Gas device, UHF sensors, Pressure Switches, Expansion joints/ Flexible connections, Insulators etc. as applicable, however, Controlled Switching Device (CSD), Online PD Monitoring System, Local Control Cubicle and End Terminations, if applicable shall be covered separately. GIS shall be complete with all necessary terminal boxes, inspection windows, SF6 gas, grounding connection, pipings for gas monitoring system, trays, support structures with mounting hardware, walkways, interconnecting cables with glands, ferrules, lugs etc. Please refer section-2 (TS for EHV GIS)- Technical Specification.
1.04	GIS BAY SUPPLY: 220kV, 2000A, 50kA, SF6 GIS BUS COUPLER BAY MODULE (INCLUDING SF6 GAS, STRUCTURE, HARDWARES & EARTHING MATERIALS) AS PER TS	SET	2	220kV GIS BUS COUPLER BAY MODULE shall include following but not limited to, (a) 1 SET- 1 NO x3 phase Circuit Breaker, compatible for Controlled Switching Facility (if applicable), complete with operating mechanism (b) 2 SET- 1 NO x3 phase Disconnecter with Maintenance Grounding Switch, complete with operating mechanism. (c) 6 NO- 1 phase multi ratio Current Transformer. In addition to above, Gas device, UHF sensors, Pressure Switches, Expansion joints/ Flexible connections, Insulators etc. as applicable, however, Controlled Switching Device (CSD), Online PD Monitoring System (OPMS), Local Control Cubicle (LCC) and End Terminations, if applicable shall be covered separately. GIS shall be complete with all necessary terminal boxes, inspection windows, SF6 gas, grounding connection, pipings for gas monitoring system, trays, support structures with mounting hardware, walkways, interconnecting cables with glands, ferrules, lugs etc. Please refer section-2 (TS for EHV GIS)- Technical Specification.
1.05	GIS BAY SUPPLY: 220kV, 2000A, 50kA, SF6 GIS BUS SECTIONALISER BAY MODULE (INCLUDING SF6 GAS, STRUCTURE, HARDWARES & EARTHING MATERIALS) AS PER TS	SET	2	220kV GIS BUS SECTIONALISER BAY MODULE shall include following but not limited to, (a) 1 SET- 1 NO x3 phase Circuit Breaker, compatible for Controlled Switching Facility (if applicable), complete with operating mechanism (b) 2 SET- 1 NO x3 phase Disconnecter with Maintenance Grounding Switch, complete with operating mechanism. (c) 6 NO- 1 phase multi ratio Current Transformer. In addition to above, Gas device, UHF sensors, Pressure Switches, Expansion joints/ Flexible connections, Insulators etc. as applicable, however, Controlled Switching Device (CSD), Online PD Monitoring System (OPMS), Local Control Cubicle (LCC) and End Terminations, if applicable shall be covered separately. GIS shall be complete with all necessary terminal boxes, inspection windows, SF6 gas, grounding connection, pipings for gas monitoring system, trays, support structures with mounting hardware, walkways, interconnecting cables with glands, ferrules, lugs etc. <u>Please refer section-2 (TS for EHV GIS)- Technical Specification</u>
1.06	GIS BAY SUPPLY: 220kV, 2000A, 50 kA, SF6 OUTGOING GIS TRANSFORMER FEEDER BAY MODULE (INCLUDING SF6 GAS, STRUCTURE, HARDWARES & EARTHING MATERIALS) AS PER TS	SET	3	220kV GIS TRANSFORMER FEEDER BAY MODULE shall include following but not limited to, (a) 1 SET- 1 NO x3 phase Circuit Breaker, compatible for Controlled Switching Facility (if applicable), complete with operating mechanism (b) 2 SET- 1 NO x3 phase Disconnecter with Maintenance Grounding Switch, complete with operating mechanism. (c) 1 SET- 1 NO x3 phase Disconnecter without Maintenance Grounding Switch, complete with operating mechanism. (d) 1 SET- 1 NO x3 phase High Speed make proof Earthing Switch, complete with operating mechanism. (e) 6 NO- 1 phase multi ratio Current Transformer. (f) 6 NO- Cable connection module suitable upto 2Rx1600sqmm XLPE Cable. (additional requirement, if any shall be payable as per other line item) In addition to above, Gas device, UHF sensors, Pressure Switches, Expansion joints/ Flexible connections, Insulators etc. as applicable, however, Controlled Switching Device (CSD), Online PD Monitoring System, Local Control Cubicle and End Terminations, if applicable shall be covered separately. GIS shall be complete with all necessary terminal boxes, inspection windows, SF6 gas, grounding connection, pipings for gas monitoring system, trays, support structures with mounting hardware, walkways, interconnecting cables with glands, ferrules, lugs etc. Please refer section-2 (TS for EHV GIS)- Technical Specification.

NIT No. 92402_Enquiry No. 61Q2600167 Dated 23-06-2025

ANNEXURE: BOQ 220kV GIS SUPPLY BPCL Bina

REV No: 0.0
DATE: 20.06.2025

Sl. No.	Item Description	Unit	Qty.	Remarks
1.07	GIS BAY SUPPLY: 220kV, 2000A, 50kA, SF6 OUTGOING GIS SPARE TRANSFORMER FEEDER BAY (FULLY EQUIPPED) MODULE (INCLUDING SF6 GAS, STRUCTURE, HARDWARES & EARTHING MATERIALS) AS PER TS	SET	1	220kV OUTGOING GIS SPARE FEEDER BAY MODULE shall include following but not limited to, (a) 1 SET- 1 NO x3 phase Circuit Breaker, compatible for Controlled Switching Facility (if applicable), complete with operating mechanism (b) 2 SET- 1 NO x3 phase Disconnecter with Maintenance Grounding Switch, complete with operating mechanism. (c) 1 SET- 1 NO x3 phase Disconnecter without Maintenance Grounding Switch, complete with operating mechanism. (d) 1 SET- 1 NO x3 phase High Speed make proof Earthing Switch, complete with operating mechanism. (e) 6 NO- 1 phase multi ratio Current Transformer. (f) 6 NO- Cable connection module suitable upto 2Rx1600sqmm XLPE Cable. (additional requirement, if any shall be payable as per other line item) In addition to above, Gas device, UHF sensors, Pressure Switches, Expansion joints/ Flexible connections, Insulators etc. as applicable, however, Controlled Switching Device (CSD), Online PD Monitoring System, Local Control Cubicle and End Terminations, if applicable shall be covered separately. GIS shall be complete with all necessary terminal boxes, inspection windows, SF6 gas, grounding connection, pipings for gas monitoring system, trays, support structures with mounting hardware, walkways, interconnecting cables with glands, ferrules, lugs etc. Please refer section-2 (TS for 220kV GIS)- Technical Specification.
1.08	GIS SUPPLY: 220KV, 1 PHASE SURGE ARRESTER WITH SURGE COUNTER (INCLUDING SF6 GAS, STRUCTURE, HARDWARES & EARTHING MATERIALS)	NO	30	Please refer section-2 (TS for 220kV GIS)- Technical Specification. It is considered for INCOMING BAYS, BUS BAR MODULE, OUTGOING BAYS (INCLUDING SPARE BAY) only.
1.09	GIS SUPPLY: 220KV, 1 PHASE CABLE CONNECTION MODULE (INCLUDING SF6 GAS, STRUCTURE, HARDWARES & EARTHING MATERIALS)	NO	1	Please refer section-2 (TS for 220kV GIS)- Technical Specification. This is an optional item and shall be used, as per requirement. Cable connection module shall be suitable upto 1Rx1600sqmm XLPE Cable.
1.10	GIS SUPPLY: 220KV, 1 PHASE VOLTAGE TRANSFORMER (INCLUDING SF6 GAS, STRUCTURE, HARDWARES & EARTHING MATERIALS)	NO	1	Please refer section-2 (TS for 220kV GIS)- Technical Specification. This is an optional item and shall be used, as per requirement.
1.11	GIS SUPPLY: LOCAL CONTROL CUBICLES	SET	10	Please refer section-2 (TS for 220kV GIS)- Technical Specification. It is considered for ALL BAYS only.
1.12	GIS SUPPLY: 220KV, CONTROLLED SWITCHING DEVICE (CSD) FOR 220KV, 3- PH CIRCUIT BREAKER	SET	2	Please refer section-2 (TS for 220kV GIS)- Technical Specification. It is considered for LINE BAYS only.
2.0	SUPPLY- GIS: SPECIAL TOOLS AND TESTING & MAINTENANCE INSTRUMENTS AS PER TS			
2.01	GIS SUPPLY: PORTABLE SF6 GAS LEAKAGE DETECTOR	NO	1	Please refer section-2 (TS for 220kV GIS)- Technical Specification.
2.02	GIS SUPPLY: ONLINE PORTABLE SF6 GAS FILLING AND	NO	1	Please refer section-2 (TS for 220kV GIS)- Technical Specification.
2.03	GIS SUPPLY: SF6 GAS ANALYSER	NO	1	Please refer section-2 (TS for 220kV GIS)- Technical Specification.
2.04	GIS SUPPLY: PORTABLE PARTIAL DISCHARGE (PD)	NO	1	Please refer section-2 (TS for 220kV GIS)- Technical Specification.
2.05	GIS SUPPLY: HANDLE FOR DISCONNECTOR SWITCH	NO	4	Please refer section-2 (TS for 220kV GIS)- Technical Specification.
2.06	GIS SUPPLY: HANDLE FOR EARTHING SWITCH DRIVE, IF	NO	4	Please refer section-2 (TS for 220kV GIS)- Technical Specification.
2.07	GIS SUPPLY: TRIPPING COIL	NO	2	Please refer section-2 (TS for 220kV GIS)- Technical Specification.
2.08	GIS SUPPLY: CLOSING COIL	NO	2	Please refer section-2 (TS for 220kV GIS)- Technical Specification.
2.09	GIS SUPPLY: DENSITY MONITORING DEVICE (1 SET= 2 NO	SET	1	Please refer section-2 (TS for 220kV GIS)- Technical Specification.
2.10	GIS SUPPLY: PRESSURE GAUGE (1 SET= 2 NO OF EACH	SET	1	Please refer section-2 (TS for 220kV GIS)- Technical Specification.
2.11	GIS SUPPLY: ETHERNET SWITCH (1 SET= 1 NO OF EACH	SET	1	Please refer section-2 (TS for 220kV GIS)- Technical Specification.
3.0	SPARES- GIS: 220KV, 50KA FOR 3S, GAS INSULATED SWITCHGEAR (GIS) AS PER TS			
3.01	GIS SPARES: RECOMMENDED SPARES FOR 2 YEARS OF NORMAL OPERATION AND MAINTENANCE	SET	1	
4.0	SUPPLY- GIS: REFERENCE UNIT PRICE FOR ADDITION/ DELETION OF SUPPLY ITEMS (Unit Prices of Individual Equipment included here or in mandatory spares are required for any Addition/Deletion of Equipment and replacement of damaged items. Bidder to ensure that the unit prices have a logical relationship with prices of assemblies in main items. Quoting for unit prices is mandatory)			
4.01	SUPPLY- GIS: SPARES: 220KV, OPERATING MECHANISM FOR CIRCUIT BREAKER COMPLETE IN ALL RESPECT	SET	1	
4.02	SUPPLY- GIS: SPARES: 220KV, OPERATING MECHANISM FOR DISCONNECTOR COMPLETE IN ALL RESPECT	SET	1	
4.03	SUPPLY- GIS: SPARES: 220KV, OPERATING MECHANISM FOR MAINTENANCE EARTHING SWITCH COMPLETE IN ALL	SET	1	
4.04	SUPPLY- GIS: SPARES: 220KV, OPERATING MECHANISM FOR FAST ACTING/ HIGH SPEED GROUNDING SWITCH	SET	1	
4.05	SUPPLY- GIS: SPARES: 220KV, MAINTENANCE EARTHING SWITCH COMPLETE IN ALL RESPECT	SET	1	
4.06	SUPPLY- GIS: SPARES: 220KV, FAST ACTING/ HIGH SPEED GROUNDING SWITCH COMPLETE IN ALL RESPECT	SET	1	
4.07	SUPPLY- GIS: SPARES: 220KV, SINGLE PHASE BUS BAR	MTRS	1	Complete in all respect.
4.08	SUPPLY- GIS: SPARES: 220KV, GIS METALLIC ENCLOSURE	KGS	50	
4.09	SUPPLY- GIS: SPARES: 220KV, EXPANSION JOINTS	SET	1	1set= 1 nos. of each type and each rating.
4.10	SUPPLY- GIS: SPARES: 220KV, FLEXIBLE CONNECTIONS	SET	1	1set= 1 nos. of each type and each rating.
4.11	SUPPLY- GIS: SPARES: 220KV, BARRIER INSULATOR	SET	1	1set= 1 nos. of each type and each rating.
4.12	SUPPLY- GIS: SPARES: 220KV, NON-BARRIER INSULATOR	SET	1	1set= 1 nos. of each type and each rating.
4.13	SUPPLY- GIS: SPARES: 220KV, GAS SEALS	SET	1	1set= 1 nos. of each type and each rating.
4.14	SUPPLY- GIS: SPARES: 220KV, GAS DENSITY MONITOR	SET	1	1set= 1 nos. of each type and each rating.
4.15	SUPPLY- GIS: SPARES: 220KV, GAS PRESSURE SWITCH	SET	1	1set= 1 nos. of each type and each rating.
4.16	SUPPLY- GIS: SPARES: 220KV, TEE BEND	SET	1	1set= 1 nos. of each type and each rating.
4.17	SUPPLY- GIS: SPARES: 220KV, ANGLE BEND	SET	1	1set= 1 nos. of each type and each rating.

NIT No. 92402_Enquiry No. 61Q2600167 Dated 23-06-2025

ANNEXURE: BOQ 220kV GIS SUPPLY BPCL Bina
REV No: 0.0
DATE: 20.06.2025

Sl. No.	Item Description	Unit	Qty.	Remarks
4.18	SUPPLY- GIS: SPARES: 220KV, L-BEND	SET	1	1set= 1 nos. of each type and each rating.

NIT No. 92402_Enquiry No. 61Q2600167 Dated 23-06-2025**Annexure- BOQ BPCL****ANNEXURE** BOQ 220kV GIS SERVICE BPCL Bina**REV No:** 0.0**DATE:** 20.06.2025

Sl. No.	Description	Unit	Quantity	Remarks
5.0	SERVICES- GIS : 220KV, 50KA FOR 3S, GAS INSULATED SWITCHGEAR (GIS) AS PER TS			
5.01	SERVICES- 220kV GIS: ERECTION OF GIS	Bays	10	Erection of GIS with main bus including BUS VT Bays, complete as per TS in all respect including LCC and its accessories. It also includes verification of materials for proper storage at site for final storage. Earthing, SF6 Gas Filing works, Internal Cabling from GIS to LCC, including Structure Works are covered under this item. Surge Arrester, Voltage Transformer, Cable Connection Module are not covered in this BOQ item.
5.02	SERVICES- 220kV GIS: ERECTION OF 1 PHASE SURGE ARRESTER WITH SURGE COUNTER	SET	30	Erection of Surge Arrester complete as per TS in all respect. Earthing, SF6 Gas Filing works, Internal Cabling with tray work, including Structure Works are covered under this item.
5.03	SERVICES- 220kV GIS: ERECTION OF 1 PHASE CABLE CONNECTION MODULE	NO	36	Erection of Additional Cable Connection Module complete as per TS in all respect. Earthing, SF6 Gas Filing works, Internal Cabling with tray work, including Structure Works are covered under this item.
5.04	SERVICES- 220kV GIS: ERECTION OF 1 PHASE VOLTAGE TRANSFORMER	SET	1	Erection of Voltage Transformer complete as per TS in all respect. Earthing, SF6 Gas Filing works, Internal Cabling with tray work, including Structure Works are covered under this item.
5.05	SERVICES- 220kV GIS: TESTING & COMMISSIONING OF GIS	Bays	10	Testing and commissioning of complete GIS system including main bus, LCC and associated system (LA, VT, CSD, Cable Connection Module etc.) is to be executed by bidder. All the special testing instruments, kits, T&P etc. are to be arranged by bidder on returnable basis. Please refer relevant section of technical specification for details.
5.06	SERVICES- 220kV GIS : FINAL SUCCESSFUL HV/ POWER FREQUENCY TESTING OF GIS INCLUDING ARRANGING OF HV TEST KIT ALONG WITH OPERATOR	Bays	10	Carrying out successful HV/ Power Frequency Testing of GIS as per IEC including Arrangement of HV Test kit with operator (on returnable basis) shall be in scope of bidder, which includes charges of HV test kit with operator, accessories & tools required for completion of HV testing. The quoted price shall include GIS bays including Main Bus, GIB, SAB/SOB and other common items as per TS complete in all respect. In this BOQ item, mobilization and demobilization for HV test kit is considered for once. In case of more, for reasons not attributable to bidder, same shall be paid extra as per BOQ Item.
5.07	SERVICES- 220kV GIS : 3D MODEL FOR 220KV GIS	LOT	1	Please refer TS.
5.08	SERVICES- 220kV GIS : INSULATION CO-ORDINATION STUDIES FOR GIS SYSTEM	LOT	1	1 Lot means Complete study report as per technical specification, Including VFTO report.
5.09	SERVICES- 220kV GIS : TRAINING FOR GIS AT SITE (GIS/ ONLINE PARTIAL DISCHARGE MONITORING SYSTEM)	DAY	7	Training of ten OWNER's personnel & two BHEL's personnel for a period of at least Seven days at site
5.10	SERVICES- 220kV GIS : TRAINING FOR GIS AT MANUFACTURER WORKS	DAY	7	Training of two OWNER's personnel & two BHEL's personnel for a period of at least Seven days at manufacturer's works
6.0	SERVICES- GIS : REFERENCE UNIT PRICE FOR ADDITION / DELETION OF SERVICES: (UNIT PRICES OF INDIVIDUAL SERVICES INCLUDED HERE ARE REQUIRED FOR ANY ADDITION/DELETION OF EQUIPMENT AND REPLACEMENT OF DAMAGED ITEMS. VENDOR TO ENSURE THAT THE UNIT PRICES HAVE A LOGICAL RELATIONSHIP WITH PRICES OF ASSEMBLIES IN MAIN ITEMS. QUOTING FOR UNIT PRICES IS MANDATORY AND SHALL BE CONSIDERED FOR EVALUATION)			
6.01	SERVICES- 220kV GIS: REF. UNIT PRICE OF GIS INDIVIDUAL ITEM/ EQUIPMENT- SERVICES FOR ERECTION OF GIS	MANDAY	10	Charges for repetition of services - (if required due to reasons not attributed to the bidder) This item will be executed only if repetition of services is required by BHEL.
6.02	SERVICES- 220kV GIS: REF. UNIT PRICE OF GIS INDIVIDUAL ITEM/ EQUIPMENT - SERVICES FOR TESTING & COMMISSIONING OF GIS	MANDAY	10	Charges for repetition of services - (if required due to reasons not attributed to the bidder) This item will be executed only if repetition of services is required by BHEL.
	DEMOBILIZATION AND REMOBILIZATION CHARGES			
6.03	SERVICES- 220kV GIS: DEMOBILIZATION AND REMOBILIZATION CHARGES FOR GIS ERECTION TEAM	Set	2	THIS BOQ ITEM SHALL BE PAYABLE IF REQUIRED FOR REASONS NOT ATTRIBUTABLE TO BIDDER.

NIT No. 92402_Enquiry No. 61Q2600167 Dated 23-06-2025

ANNEXURE BOQ 220kV GIS SERVICE BPCL Bina

REV No: 0.0
DATE: 20.06.2025

Sl. No.	Description	Unit	Quantity	Remarks
6.04	SERVICES- 220kV GIS: DEMOBILIZATION AND REMOBILIZATION CHARGES FOR GIS TESTING & COMMISSIONING TEAM	Set	2	BOQ ITEM SHALL BE PAYABLE IF REQUIRED FOR REASONS NOT ATTRIBUTE TO BIDDER. HV TESTING IS NOT PART OF THIS ITEM.
6.05	SERVICES- 220kV GIS: DEMOBILIZATION & REMOBILIZATION CHARGES OF HV TEST KIT ALONG WITH OPERATOR	Lot	1	In this BOQ item, mobilization and demobilization chages for HV test kit is considered for second time or more , for reasons not attributable to bidder. HV testing charges shall be paid per bay basis as per main HV testing charge.

**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.

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1.	INSTRUCTION TO BIDDERS : 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. 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 :- 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 1.3 In case tender enquiry is floated through the e-procurement system, offer / bid has to be submitted through the e-procurement system ONLY as per instructions given in the e-procurement portal (https://bhel.abcprocure.com/EPROC/). 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. 1.5 Bids are to be submitted duly signed with seal in two parts :- 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. 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.

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	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. 1.7 For any technical clarification, please contact official mentioned in the tender enquiry / NIT. 1.8 For any commercial clarification please contact official issuing tender enquiry / NIT. 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. 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. 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. 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. 1.13 Non-conformities / errors / discrepancies in quoted prices in price bids shall be dealt as follows :- 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. b) If there is an error in a total corresponding to the addition or subtraction

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	of subtotals, the subtotals shall prevail and the total shall be corrected. c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above. d) If there is such discrepancy in an offer 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. 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. 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. 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. Note : Representative / official deputed by the bidder to witness tender opening must produce authorization letter for the same.
2.	PRICES : 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. 2.2 Unless specifically indicated in the NIT, the prices shall be on INR basis. 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 :- a) Ex-works Price: Ex-works price including packing & forwarding charges.

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	b) Freight: Freight for door delivery up to destination / site / store are to be quoted separately. c) Insurance: Insurance for door delivery up to destination / site / store are to be quoted separately. d) Type Test Charges: If asked in the technical specification, it is to be quoted separately for each test. e) Charges for Supervision of Erection, Testing & Commissioning (ETC) at Site: To be quoted separately if specified in NIT/Price Schedule. f) Charges for Testing & Commissioning at Site: To be quoted separately if specified in NIT/Price Schedule. g) Charges for Erection, Testing & Commissioning at Site: To be quoted separately if specified in NIT/Price Schedule. h) Training Charges: To be quoted separately if specified in NIT/Price Schedule. 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. Note : i) Unless otherwise specified in the NIT, the purchase order shall be placed on Ex-works basis for Indian bidders. ii) Prices quoted by Indian bidders shall be in Indian Rupees only. 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. iv) Unless otherwise specified in the NIT, Unloading at Site / Destination shall not be in the scope of the supplier. 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.
3.	TERMS OF PAYMENT : 3.1 For Supply only in scope of the supplier 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 : • LR / GR duly endorsed by BHEL Site Official. • Material Receipt Certificate issued by BHEL Site Official. • GST Compliant Tax Invoice • Packing List (Case-wise) • Copy of Transit Insurance Certificate from underwriters. • Material Inspection Clearance Certificate (MICC) issued by BHEL Quality Management • Guarantee Certificate • Copy of Performance Bank Guarantee (PBG) • Certificate of acceptance of Type Test Reports issued by BHEL Engineering

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	Management wherever specifically mentioned in the Purchase Order. 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 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 : · 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) 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 : · 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 3.3 For Supply where Erection, Testing & Commissioning (ETC) at Site is in scope of the supplier 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 : · 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 payment within 60 days from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows : · 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 3.4 For Type Test Charges

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	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. 3.5 For Charges for Supervision of Erection, Testing & Commissioning at Site 100% payment along with applicable GST within 60 days from the date of receipt of complete GST compliant Tax invoice along with certificate of successful completion of Supervision of Erection, Testing & Commissioning at Site issued by BHEL Site Official / Construction Management in 3 sets (Original + 2 copies). 3.6 For Charges for Testing & Commissioning at Site 100% payment along with applicable GST within 60 days from the date of receipt of complete GST compliant Tax invoice along with certificate of successful completion of Testing & Commissioning at Site issued by BHEL Site Official / Construction Management in 3 sets (Original + 2 copies). 3.7 For Training Charges 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). Note : i) Supplier has to submit invoice(s) as per PO or approved billing break-up of prices (if applicable as per NIT). ii) In case of supplies for overseas project, Material Receipt Certificate issued by BHEL Authorized Representative shall also be acceptable. iii) In case of Transit Insurance under Open Insurance Policy, Intimation / Declaration of Transit Insurance as per terms of the relevant Open Insurance Policy along with copy of Open Insurance Policy from underwriters shall also be acceptable. iv) Supplier has to ensure commencement of transit insurance from the date not later than LR / GR date. v) Supplier has to submit Tax Invoice(s). Supplier should ensure that Tax Invoice should comply all statutory requirements under GST Law to enable BHEL to avail input credit vi) MSMED Act, 2006 and the rules made thereunder as amended from time to time shall be applicable for release of payment to suppliers qualified & registered as Micro & Small Enterprises based on documents mentioned in the NIT for MSME.

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	vii) Supplier has to submit PBG (as per BHEL format) & Guarantee Certificate as per PO terms. 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. 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. 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. 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.
4.	INTEREST LIABILITY : 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.
5.	GUARANTEE : 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. 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. 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.

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	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 : i) In case of Illumination System, items viz. Lamps, Tubes, Ballast, Starters, Capacitors & Fuses will not be under Guarantee after commissioning. ii) In addition to the above guarantee period, Extended Guarantee / Warranty, if any, shall be as per NIT / Technical Specifications. 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.
6.	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.
7.	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 :- <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. <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. <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. Note : 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.

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

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	Supplier shall send inspection call on prescribed format / web site only, with an advance notice of 15 days. Supplier to ensure submission of all routine / acceptance test reports, inspection reports and all other documents related to inspection, immediately to BHEL. 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.
11.	DESPATCH DOCUMENTS : Despatch documents to be immediately sent to BHEL on despatch are as follows :- • 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.	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 : 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.
13.	LIQUIDATED DAMAGES FOR DELAYED DELIVERY: 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). 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). Note : i) In case of any amendment / revision in P.O./WO, the LD shall be linked to the amended / revised Purchase Order / Contract value and delivery / completion time / schedule, if applicable. ii) LR / GR date or invoice date (whichever is later) for indigenous supplies and BL / AWB date for FOB / CIF (if applicable) for imported supplies shall be treated as the date of dispatch for levying LD as above. iii) However, for indigenous supply, if time period between date of receipt of material at site / destination by Site Official & the date of LR / GR or invoice (whichever is later) is more than 30 days, where distance from place of despatch as per LR / GR is upto 1000 Kms or if time period between date of receipt of material at site / destination by Site Official & the date of LR / GR or invoice (whichever is later) is more than 45 days, where distance from place of despatch as per LR / GR is

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	more than 1000 Kms, such excess period shall also be considered for LD purpose. 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.
14.	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.
15.	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. 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.
16.	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.
17.	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. 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. 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.
18.	LOADING CRITERIA : List of permissible deviations & loading criteria thereof are as follows :- a) Payment Terms Base rate of SBI (as applicable on the date of bid opening / techno-commercial

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	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. 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). 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 :- 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. Note : Additional deviations (if considered acceptable by BHEL) & the loading criteria shall be communicated to all the qualified bidders before price bid opening.
19.	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.
20.	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.
21.	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. 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

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	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. Terms and Conditions shall not get affected in case of de-merger / amalgamation / taking-over / re-constitution etc.
22.	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. 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. 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.
23.	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.
24.	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. 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

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	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. 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. 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.
25.	MANUFACTURING QUALITY PLAN (MQP) : Supplier to submit approved MQP in line with requirement of BHEL/customer.
26.	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.
27.	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.
28.	ORDER OF PRECEDENCE : The order of precedence shall be as follows :- a) Special Terms & Conditions (STC) for Tender Enquiry / Contract, if any b) General Terms & Conditions (GTC) for Tender Enquiry / Contract & Additional General Terms & Conditions (GTC) for Tender Enquiry / Contract for Erection Testing & Commissioning (ETC) at Site, if applicable Provisions in (a) above shall prevail over (b). In case of conflict, between Technical Specifications and STC / GTC, bidder to seek necessary clarifications from BHEL concerned official as specified in NIT.
29.	PACKING : Packing shall be in conformity with specifications and shall be such as to ensure prevention of damages, corrosion, deterioration, shortages, pilferage and loss in transit or storage. In case of shipment by sea or air, the packing shall be sea-worthy or air-worthy respectively and of international standards. Different types of spares i.e. start-up / commissioning spares and initial spares (mandatory spares and recommended O&M spares) are to be packed separately. Packing List shall be submitted as per standard format along with advance set of documents for claiming payment which shall also indicate :- a) Case / Packing size (as applicable). b) Gross weight and net weight of each package. c) Detailed contents of the package with quantity of each item separately. 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. Note : Foreign suppliers to furnish details to arrange inland transportation by BHEL, if

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	applicable, as follows :- i) No. of Packages ii) Size with Weight (Gross & Net) of each Package iii) No. of Containers with type & size required for inland transportation iv) Type of Cargo (Break Bulk / LCL / FCL) v) Customs Tariff No.
30.	COLOUR CODING : Aluminium stickers are required to be attached to large components but plastic sheet tags should be tied with small components, giving details like purchase order, description of the component, quantity etc. Tags should be of the colour as follows :- a) Main equipment : Yellow or White tag b) Start-up / Commissioning spares : Blue tag c) Mandatory spares : Pink or Red tag d) Recommended / O&M spares : Green tag
31.	MICRO, SMALL & MEDIUM ENTERPRISES (MSME) : MSMED Act 2006 as amended from time to time & extant regulations of Govt. of India for MSME will be applicable. Micro & Small Enterprises (MSE) can avail the intended benefits only if they submit along with the offer / bid, attested copies of either Acknowledgement of Entrepreneur Memorandum Part-II (EM-II certificate) having deemed validity (five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with attested copy of a CA certificate (As per BHEL format where deemed validity of EM-II certificate of five years have expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of opening (for Techno-commercial Bid : Part-I in case of two part bid). Non-submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or arrested (in original) by a Gazetted officer. Copy of Udyog Aadhaar Memorandum with Acknowledgement of Ministry of Micro, Small & Medium Enterprises should also be furnished.
32.	BUSINESS ETHICS / SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS : If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution, indulges in malpractices cheating, bribery, fraud or other misconduct or formation of cartel so as to influence the bidding process or influences the price or fails to perform or is in default without any reasonable cause etc or performs any act considered objectionable as per extant guidelines, action may be taken against such bidders/supplier/contractor as per extant "Guidelines for Suspension of Business Dealings with Suppliers/Contractors". Abridged version of same is available at BHEL website (www.bhel.com) on "Supplier Registration" Page.
33.	REVERSE AUCTION : BHEL reserve the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder or price bid submitted by the bidder through e-procurement system. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA. In case BHEL decides to go for Reverse Auction, only those bidders who have given their unconditional acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit "online sealed bid" in the

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	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. General Terms and Conditions of RA are available at Annexure. Business Rules for RA shall be sent to the bidders before conducting RA. 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.
34.	INTEGRITY PACT : 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.
35.	TERMINATION OF CONTRACT : 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. 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. 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.
36.	SHELF LIFE 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.
37.	LIMITATION OF LIABILITY : Notwithstanding any other provisions, except in cases of wilful misconduct and / or criminal negligence / acts, 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 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.
38.	SHORTAGES / DAMAGES : 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 : 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

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	date of intimation by BHEL to the supplier. b) Against Supply where Erection, Testing & Commissioning (ETC) at Site is in scope of the supplier : 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. Note: There shall not be any extension in the contractual delivery time / schedule due to any shortages and / or damages in supplies.
39.	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.
40.	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. 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. 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. However, any additional tax implication due to delay in delivery, beyond the Contractual Delivery, attributable to supplier shall be borne by supplier.
41.	MODE OF PAYMENT : Payment shall be made directly to the Supplier / Contractor by BHEL through NEFT / RTGS.
42.	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.

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43.	INDEMNIFICATION : The Supplier / Contractor shall indemnify and keep indemnified and hold harmless BHEL and its employees and officers from and against any and all claims, suits, actions or administrative proceedings, demands, losses, damages, costs and expenses and any other claim of whatsoever nature in respect of the death or injury of any person or loss of or damage to any property arising during the course and out of the execution of the Purchase Order / Contract.
44.	TITLE OF GOODS : a) Ownership of the equipment / material procured in India, shall be transferred to BHEL upon loading on to the mode of transport to be used for transportation of the said equipment / material from the works to the site / destination and upon endorsement of the dispatch documents in favour of BHEL. b) Ownership of the equipment / material to be imported into the country where the site is located, if not procured in India, shall be transferred to BHEL upon loading on the mode of transport to be used for transportation of the equipment / material from the country of origin to that country / destination and upon endorsement of despatch document in favour of BHEL. c) Notwithstanding the transfer of ownership of the equipment / material, the responsibility for care and safe custody thereof together with the risk of loss or damage thereto for whatsoever reason shall remain with the Supplier.
45.	COMPLIANCE OF STATUTORY REQUIREMENTS : The vendor shall comply with all State and Central Laws / Acts, Statutory Rules, Regulations etc., as may be enacted by the Government during the tenure of the Purchase Order / Contract and having in force and applicable to the Purchase Order / Contract and nothing shall be done by the Supplier / Contractor in contravention of any Law / Act and / or Rules / Regulations, thereunder or any amendment thereof. The Supplier / Contractor shall pay all taxes, fees, licence charges / deposits, duties, tolls, royalty, commissions or other charges which may be levied on account of any of his operations connected with the Purchase Order / Contract. In case BHEL is constrained to make any of such payments, BHEL shall recover the same from the Supplier / Contractor either from moneys due to him or otherwise as deemed fit.
46.	ACCEPTANCE OF ORDER : Supplier should acknowledge and accept the Letter of Award / Purchase Order issued by BHEL within 7 days of the issue of Letter of Award / Purchase Order. In case of any discrepancy / typographical error in issue of Purchase Order / Contract, the agreed terms & conditions, scope of work, rates / prices for placement of PO / award of contract shall be applicable and BHEL reserves the right to issue amendment(s) to PO / Contract for correction of discrepancies / typographical errors in the PO / Contract at a later date.
47.	FRAUD PREVENTION POLICY : The Bidder along with its associate / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

Signature of Bidder (Authorized Signatory) with Date & Seal

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

ADDITIONAL GENERAL TERMS AND CONDITIONS

**FOR
TENDER ENQUIRY / CONTRACT
FOR
ERECTION, TESTING & COMMISSIONING (ETC) AT SITE**

This is to be read in conjunction with General Terms and Conditions for Tender Enquiry / Contract “BHEL/TBG/GTC/2016” & submitted duly signed by bidder in original. 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.

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1.	SCOPE OF WORK : The scope of work of the successful bidder / contractor shall comprise but not limited to the following :- 1.1 Receipt of equipment / material at site, unloading, handling, transportation to storage area. 1.2 Inspection / verification of equipment / material received for any shortage / damage after opening the packing / cases and intimating the same to BHEL / Owner and underwriters within the time period specified by BHEL / Underwriters and to strictly follow the procedures specified. Storage of equipment in open / indoor store to be provided by BHEL in line with the instructions of BHEL. 1.3 Conservation / maintenance / up-keeping of the equipment / item in the store. 1.4 Temporary lighting in stores and construction area wherever required for their work. 1.5 Safety / Security of equipment / material. 1.6 Transportation of equipment / material from store to erection site, erection of equipment / material in line with the drawings / instructions to be furnished by BHEL, testing, commissioning including PG test (if applicable) and handing over. 1.7 Maintenance of associated equipment till handing over & any other activity necessary for completion of the job but not specifically mentioned in this specification. 1.8 Unloading, transportation to storage area, storing, up-keeping and handing over of spare items / equipment. 1.9 Safety, watch & ward of material at site which shall be sole responsibility of the Contractor. Note : In case unloading / watch & ward of material at site is not executed by the Contractor, BHEL reserve the right to get it executed with the available resources at the risk & cost of the Contractor.

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2.	PRICES : Prices shall be firm for the total contract period and no price variation shall be applicable. Prices shall be inclusive of all taxes and duties, except GST. GST shall be payable extra only if quoted separately.
3.	TESTING AND COMMISSIONING : 2.1 All the electrical / mechanical test of the equipment & material and shall be arranged by the contractor as per standard specification / Field Quality Plan / Erection Manual / Directives of the Site Official / Owner. The contractor shall fill the check list for storage, erection, testing and commissioning of all their equipment as per BHEL systems to ensure proper quality of work. 2.2 All the testing equipment required to carry out the site test for all their equipment or the erected equipment shall be arranged by the contractor at his own cost. However, necessary instructions and guidelines will be given by BHEL / Owner. 2.3 The contractor shall be entirely responsible for the satisfactory erection and providing test equipment & skilled manpower for testing & commissioning of all equipment. 2.4 Before charging, the system shall have to be approved by Statutory Govt. Authorities like Electrical Inspector other concerned agency and the contractor has to arrange approval for the same.
4.	CONSUMABLES : The contractor shall maintain adequate inventory of necessary consumables at site prior to erection so that timely completion of the works under the contract is not held-up due to non-availability of consumables / spares.
5.	COMMENCEMENT OF WORK : Start / Zero date for the work shall be date of Contract / letter of intent or as specified in the Contract / activity schedule.
6.	COMPLETION SCHEDULE : The entire work under this tender enquiry is required to be completed as specified in NIT / Tender Enquiry.
7.	OVER RUN CHARGES : No over run charges are payable.
8.	IDLE LABOUR CHARGES : No idle labour charges will be admissible in the event of any stoppage of work resulting in the contractor's workmen being rendered idle due to any reason at any time.
9.	SECURITY-CUM-PERFORMANCE BANK GUARANTEE: The Contractor shall arrange to submit Security-cum-Performance BG for 10% of total Contract value for ETC at Site excluding taxes & duties along with first invoice or within 60 days from award of Contract whichever is earlier valid till guarantee period on a non-judicial stamp paper of appropriate value. • The Bank Guarantee shall be from any bank as per Annexure for List of Banks. The original BG should be sent by issuing Bank directly to BHEL/TBG Sector Finance, unless otherwise specified in the NIT. • Extension of validity of the BG in original, as per above clause, should be sent by issuing Bank directly to BHEL/TBG Sector Finance, unless otherwise specified in the NIT, at least 45 days before expiry of validity of the BG. • Unless otherwise specified in the NIT, deviation taken for non-submission of BG, as applicable, shall not be accepted. • In case of non-submission BG / Deposit, as applicable, BHEL reserve the right for Risk Purchase as per terms of the NIT and impose Suspension of Business

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	Dealings with the Supplier / Contractor. - BHEL reserves the right to encash the Bank Guarantee and forfeit the amount in the event of any default, failure or neglect on part of the Contractor in fulfilment of performance of the Contract. - Value of the Bank Guarantee (at the time of submission) shall remain unchanged for any subsequent variations in Contract value up to $\pm 20\%$. Beyond this variation of $\pm 20\%$, the Contractor shall arrange to enhance or may reduce the value of the Bank Guarantee accordingly.
10.	INSURANCE: The Contractor shall take insurance to cover his Tools and Plants, assets, workmen's compensation and third-party liabilities. The contractor shall make available the original insurance certificates to the Site Official for necessary verification before commencement of work.
11.	VARIATION OF CONTRACT VALUE / QUANTITY VARIATION: BHEL shall have the right to variation in quantities of items within $\pm 30\%$ of the total Contract value at the time of award of Contract on overall basis for all amendments together within two years from the date of original Contract or completion of execution of the 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 Contractor shall be bound to accept the same the contracted prices / rates without any escalation. However, if the Contract is on "Lumpsum" basis, no variation of Contract value shall be admissible to the Contractor within the scope of Contract, as long as the inputs remain unchanged.
12.	GUARANTEE: 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 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 later. The defective equipment / material / component shall be replaced free of cost at site. 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. In the event of the 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 contractor without prejudice to any other rights under the contract and recover the same from BG / other dues of this Contract or any other Purchase Order / Contract executed by the contractor. Note : - In case of Illumination System, items viz. Lamps, Tubes, Ballast, Starters, and Capacitors & Fuses will not be under Guarantee after commissioning. - In addition to the above guarantee period, Extended Guarantee / Warranty, if any, shall be as per NIT / Technical Specifications. - In case offer of agent of Foreign OEM / Foreign Principal is considered, Guarantee as mentioned above has to be provided by the Foreign OEM / Foreign Principal also.

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13.	TERMS OF PAYMENT : For Erection, Testing & Commissioning (ETC) at Site 70% of the Contract value against monthly progressive bills on pro-rata basis for unloading, storage and completion of erection as certified by BHEL Site Official with 60 days from the date of receipt of GST Compliant Tax Invoice (Original +2 Copies) 20% of the Contract value against monthly progressive bills on pro-rata basis for testing & successful commissioning as certified by BHEL Site Official within 60 days from the date of receipt of GST Compliant Tax invoice in 3 sets (original + 2 copies) 10% of the Contract value after Acceptance Test, Re-test (if any), PG Test (if any) and Handing Over as certified by BHEL Site Official within 60 days from the date of receipt of GST Compliant Tax invoice in 3 sets (original + 2 copies) Note: - It should be ensured that Tax Invoice complies with statutory Requirements under GST law to enable BHEL to avail Input Tax Credit. - 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) - Copy of GST Registration Certificate(s) shall be also be attached with Tax Invoice
14.	PRICE VARIATION / ESCALATION : Prices shall be firm for total contract period and extended period, if any, and no price escalation / price variation will be applicable.
15.	LIQUIDATED DAMAGES FOR DELAY IN ERECTION, TESTING & COMMISSIONING (ETC) AT SITE: In case of delay in execution of Contract beyond the contractual completion time for Erection, Testing & Commissioning at Site, an amount of 0.5% of the total Contract value for ETC at Site per week of delay or part thereof subject to a maximum of 10% of the total Contract value for ETC at Site shall be deducted as Liquidated Damages (LD) along with applicable GST (if any) on LD. However, in case of staggered (lot-wise) contractual completion schedule, an amount of 0.5% of the total Contract value for ETC at Site of delayed lot per week of delay or part thereof shall be deducted as liquidated damages , subject to maximum of 10% of the total Contract value for ETC at Site along with applicable GST(if any) on LD. Note : - In case of any amendment / revision, the LD shall be linked to the amended / revised Contract value and completion time / schedule for ETC at Site, if applicable. - If, as per contractor, delay is not attributable to the contractor, delay analysis with documentary evidence may be submitted by the contractor 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 contractor, 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 delay in Erection, Testing & Commissioning at Site..
16.	FACILITIES TO BE PROVIDED AT SITE BY THE CONTRACTOR : Watch and ward for the store and safe custody of the equipment / material in the scope of Contractor shall be his responsibility. It is the responsibility of the contractor to dismantle and take away all the material of his office accommodation as soon as the work is handed over to BHEL / Owner and

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	clean the area of debris.
17.	ADDITIONAL EXPENDITURE : In case any additional expenditure is incurred in the works arising out of the faulty execution of the works by the contractor, such additional expenditure shall be borne by the contractor.
18.	REGULATION OF LOCAL AUTHORITIES & COMPLIANCE OF STATUTORY REQUIREMENTS : The contractor shall give to the local Governing Body, Police and other concerned Authorities all such notice as may be required under law. The contractor, as required, will obtain independent licence under The Contract Labour (Regulation and Abolition) Act, 1970 from the concerned authorities based on the certificate (Form-V) issued by the Principal Employer / Customer. In case Contractor is not registered with GST authorities of state where project is located , vendor shall have to obtain registration with GST Authorities of state .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 Contract and having in force and applicable to the Contract and nothing shall be done by the Contractor in contravention of any Law / Act and / or Rules / Regulations, thereunder or any amendment thereof. Provisions of The Building & Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996 and The Building & Other Construction Workers Welfare Cess Act, 1996 shall also be applicable. The 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 Contract. In case BHEL is constrained to make any of such payments, BHEL shall recover the same from the Contractor either from moneys due to him or otherwise as deemed fit.
19.	DISCIPLINE OF WORKMEN : The contractor shall adhere to the disciplinary procedure set by the BHEL / owner in respect of his employees and workmen at site.
20.	ELECTRICITY & WATER : Electricity for ETC work shall be provided at one point on free of cost basis. The contractor shall have to make his own arrangements for distribution to various locations for their works including proper switches / fuse units, distribution boards, cables, poles etc. to ensure safety of employees, workmen and equipment. If required the contractor shall employ DG Set operated equipment in addition to electrically operated ones to ensure timely completion of work. Unless otherwise stated in NIT, the contractor shall make his own adequate arrangement for clear water to be used for various work.
21.	ARBITRATION: Shall be governed as per clause-31 of STC.

Signature of Bidder (Authorized Signatory) with Date & Seal

BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

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

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

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

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

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

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

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

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

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

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

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

This Bank Guarantee shall be governed, construed and interpreted in accordance with the laws of India.

Courts at shall alone have exclusive jurisdiction over any matter arising out of or in connection with this Bank Guarantee

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

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

For and on behalf of
(Name of the Bank)

Dated.....

Place of Issue.....

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

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

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ CONTRACT VALUE

⁵ PROJECT/SUPPLY DETAILS

⁶ BG AMOUNT IN FIGURES AND WORDS

⁷ VALIDITY DATE

⁸ DATE OF EXPIRY OF CLAIM PERIOD

Note:

1. Units are advised that expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.
2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.



**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.

June 5, 2018



Atul Sobti
Chairman & Managing Director

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.