

BHARAT HEAVY ELECTRICALS LTD. (TRANSMISSION BUSINESS GROUP)	
NOTICE INVITING TENDER	
Subject:	Tender for Supply of 420kV Circuit Breakers (Spares) for TSGENCO Yadadri Project.
Project:	5x800 MW YADADRI TPS – 400 kV SWITCHYARD
Customer:	TELANGANA STATE POWER GENERATION CORPORATION LTD.

IMPORTANT INFORMATION FOR THIS TENDER ENQUIRY-

THIS IS A SINGLE TENDER ENQUIRY. OFFER IS INVITED ONLY FROM THE BIDDER TO WHOM ENQUIRY HAS BEEN ADDRESSED SEPERATELY THROUGH EMAIL.

UNSOLICITED OFFER AGAINST THIS ENQUIRY SHALL BE REJECTED.

SPECIAL TERMS AND CONDITIONS FOR TENDER ENQUIRY / CONTRACT

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

SPECIAL TERMS AND CONDITIONS FOR TENDER ENQUIRY / CONTRACT

IN CASE ANY DISCREPANCY BETWEEN THE REQUIREMENTS MENTIONED UNDER SPECIAL TERMS & CONDITIONS AND GENERAL TERMS & CONDITIONS, SPECIAL TERMS AND CONDITIONS SHALL PREVAIL.

THIS IS TO BE SUBMITTED DULY SIGNED AND STAMPED BY BIDDER. 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.

SL. NO.	TERMS AND CONDITIONS
1.	INSTRUCTION TO BIDDERS
	<p>1.1 Sealed bids are invited for the items mentioned in the tender enquiry conforming to the NIT including Technical Specifications. Bids should be typed and free from overwriting and erasures. Corrections or additions / deletions, if any, must be clearly written and attested, otherwise offer may be rejected.</p> <p>1.2 Tender is invited through e-Procurement System only. The bidder shall submit their bid through e-Procurement platform only at (https://eprocurebhel.co.in/). Bidders participating through e-procurement portal for this tender should have Class-III Digital Signature Certificate (DSC) for Signing & Encryption of bids issued by any of the valid Certifying Authorities (approved by Controller of Certifying Authorities) in India.</p> <p>1.3 Offer Submission Date & Time: 27.02.2026, 11:00 Hrs IST, Offer Opening Date & Time: 27.02.2026, 16:00 Hrs IST</p> <p>The critical Dates of tendering activities shall be provided separately during tendering processes.</p> <p>Address of tender Issuing Authority: - BHARAT HEAVY ELECTRICALS LIMITED, Transmission Business Group, 5th Floor, BHEL Sadan, Plot No. 25, Sector-16A, Noida – 201301 (U.P.)</p> <p>1.4 For any technical clarification, kindly contact: Mr Manvender Pundir, Sr. Manager (TBEM) Phone: +91 (0) 120-221-8909, E-mail: manvender@bhel.in</p> <p>1.5 For any commercial clarification, kindly contact: Mr. Deep Shekhar Dewangan, Manager (TBMM); Phone: +91 (0) 0120- 2218832, E-mail: dsdewangan@bhel.in</p>

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2.	PACKAGE
	<p>Single package</p> <p>Evaluation shall be done as per clause no. 18 of STC.</p>
3.	TECHNICAL SPECIFICATION
	Technical specification no- TB-387-316-001(SP) is applicable
4.	PRE QUALIFYING CRITERIA FOR OPEN TENDER
	Not Applicable
5.	PRE-BID MEETING
	Not Applicable
6.	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)
	NIL
7.	PRICES:
	<p>(i) The prices as quoted in price schedule shall be on Firm basis.</p> <p>(ii) The prices shall be on INR basis.</p> <p>(iii) The prices are to be quoted on FOR (Site / Destination) basis excluding GST. The break-up of prices shall be as under:</p> <p>a) Ex-works Price: Ex-works price including packing & forwarding charges.</p> <p>b) Freight & Insurance: Freight and Transit Insurance for door delivery up to destination/store is in scope of bidder. Freight and insurance are to be quoted separately.</p> <p>c) Charges for Supervision of Erection, Testing & Commissioning (ETC) at Site: Not applicable for this tender.</p> <p>(iv) GST rates along with HSN/SAC code as applicable on Sr No (a) to (c) above is to be mentioned separately in percentage in both un-priced bid and price bid.</p> <p>Note:</p> <p>i) The purchase order shall be placed on Ex-works basis. F&I (Freight & Insurance) up to site shall be in the scope of bidder.</p> <p>ii) Prices quoted shall be in Indian Rupees only.</p> <p>iii) Unloading at Site / Destination shall not be in the scope of the bidder.</p> <p>iv) Prices in respect of Sr No (a) to (c) of Clause 7.3 above are to be quoted inclusive of all taxes & Duties, charges. Levies, royalty etc. If any, excluding GST.</p>

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8.	PRICE BID FORMAT
	<p>Bidder to quote their best prices strictly in BHEL’s prescribed format of NIT, else their offer shall be liable to be rejected. Bidder has to mention “quoted” (in each applicable cell) in UN-PRICED BID. In case that cell is Not Applicable, “NA” must be mentioned in that particular cell. Prices shall be mentioned in Price bid schedule only. In case during detailed engineering stage, wherever, it is mentioned as NA (not applicable), is to be supplied, bidder shall supply the same without any cost and delivery implication to BHEL.</p>
9.	TERMS OF PAYMENT
	<p>Payment for Supply: 100% of payment along with 100% GST & F&I shall be made within 45 days for MSE (Micro & Small Enterprises), within 60 days for Medium Enterprises & within 90 days for non MSME suppliers from the date of receipt of complete invoice along with documents as follows:</p> <ul style="list-style-type: none"> • LR / GR • Material Receipt Certificate issued by BHEL (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 • Performance Security <p>Note:</p> <p>i) Supplier has to submit invoice(s) as per PO through SUVIDHA Portal (https://suvidha.bhel.in/suvidha/).</p> <p>ii) 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.</p> <p>iii) Supplier has to ensure commencement of transit insurance from the date not later than LR / GR date.</p> <p>iv) 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</p> <p>v) 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.</p> <p>vi) Supplier has to submit Performance Security & Guarantee Certificate as per PO terms.</p>

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	<p>vii) 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 to be deemed fit by BHEL subject to a minimum of 10% of the total ex-works value of the invoice corresponding to the LR / GR against which any shortages and / or damages are reported. The withheld amount shall be released after the shortages and / or damages in supplies are supplied / replenished against Certification by BHEL Site Official.</p> <p>viii) Payment of GST component shall be made only if vendor has deposited the Tax and credit for the same is reflected in GSTN (GST Network). In case credit of the same is not reflected in GSTN, vendor may alternatively furnish BG of GST Amount for a period valid for not less than 1 month. In case of disallowance of credit /non-reflection of credit in GSTN, amount will be recovered from supplier along with applicable Interest, penalty etc. from any of his dues.</p> <p>ix) If GST is payable by BHEL on reverse Charge Mechanism basis, vendor should ensure the submission of GST compliant Tax invoice immediately on dispatch/ performance of service. In case of non-compliance any additional charges towards interest, penalty etc. will be to vendors account.</p> <p>x) TDS under GST Act, if applicable, shall be deducted unless Exemption Certificate if applicable, from the appropriate authority is furnished to BHEL along with Invoice.</p> <p>“ For supply orders placed on Indian Suppliers: Irrespective of the value of the invoice amount, the bidder / vendor should necessarily upload the dispatch & invoice details on BHEL SUVIDHA portal at https://suvidha.bhel.in/suvidha/, prior to dispatch. All documents as per PO checklist , along with additional documents (if any), must be uploaded on the portal. It is mandatory that tax invoices with a net amount (including taxes) exceeding Rs five lakhs uploaded on the portal are digitally signed using a Class 3 Digital Signature Certificate (DSC) issued by a licensed Certifying Authority. Submission of invoice document in hard copy is allowed for invoices with a net amount (including taxes) equal to and up to Rs five lakhs, in case they were not digitally signed and uploaded on the portal.</p> <p>The material will not be accepted inside BHEL in absence of the above. ”</p>
<p>10.</p>	<p>GUARANTEE</p>
	<p>The contractor shall guarantee that the equipment being supplied under this contract shall be new and of first quality workmanship and 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, Eighteen (18) months from the date of last delivery.</p> <p>The defective equipment / material / component shall be replaced free of cost at site. Freight & Insurance during transit shall also be in the scope of the supplier / contractor. Notification of any transit damage will be sent by BHEL to supplier within 15 days from date of receipt of material at site. Any expenditure for dismantling and re-erection of the replaced equipment / material /component shall be to supplier’s / contractor’s account. All</p>

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	<p>replacements during the guarantee period shall be delivered at site promptly and satisfactorily within the reasonable period mutually agreed between BHEL and supplier.</p> <p>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.</p>						
11.	PERFORMANCE SECURITY						
	Nil						
12.	DELIVERY LOCATION						
	<p>BHEL-TBG C/O The Asst Divisional Engineer (Stores) Yadadri TPS (5x800MW) Construction Division, Dameracherla (Mandal), Veerlapalem (Village) Nalgonda (Dist), Telangana, Pin Code-508208</p>						
13.	DELIVERY PERIOD						
	<p>Proposed delivery plan:</p> <table border="1"> <thead> <tr> <th>Sl. No.</th> <th>Project Name</th> <th>Delivery By-</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>TSGENCO Yadadri</td> <td>Refer attached activity schedule, Annexure-II</td> </tr> </tbody> </table> <p>Vendor to dispatch the material as per delivery plan mentioned in ACTIVITY SCHEDULE (Annexure-II) to meet the project requirement. Vendor to ensure supply/delivery of goods in time.</p> <p>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. However, if vendor fails to meet the requisite delivery plan, then BHEL reserves the right not to consider the offer of such vendor(s).</p> <p>The delivery conditions specified are for the contractual LD purpose. However, BHEL may ask for the early delivery without any compensation.</p> <p>Note: LR / GR date or invoice date (whichever is later) shall be considered as delivery date.</p>	Sl. No.	Project Name	Delivery By-	1	TSGENCO Yadadri	Refer attached activity schedule, Annexure-II
Sl. No.	Project Name	Delivery By-					
1	TSGENCO Yadadri	Refer attached activity schedule, Annexure-II					
14.	LIQUIDATED DAMAGES FOR DELAYED DELIVERY						
	<p>Liquidated Damages, wherever referred under this Tender/Agreement, shall mean and refer to the damages, not in the nature of penalty, which the contractor agrees to pay in the event of delay in delivery of supplies, breach of contract etc. as the case may be.</p>						

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	<p>Liquidated Damages leviable upon the Supplier/Vendor is a sum which is agreed by the parties as a reasonable and genuine pre-estimate of damages which will be suffered by BHEL on account of delay/breach on the part of the Supplier/Vendor.</p> <p>If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period, until actual delivery or performance, as pre-estimated damages not exceeding 5% of the total contract value without any controversy/dispute of any sort whatsoever. However, in case of inordinate delay maximum deduction shall be 10% of the total contract value.</p> <p>Note: Inexcusable delays of more than one-fourth (25%) of the completion period specified in the contract shall be treated as inordinate delay(s).</p>
15.	VALIDITY OF OFFER :
	The offer shall be valid for 120 days from the date of opening of tender (i.e. techno-commercial bid unless otherwise specified in the NIT).
16.	VENDOR APPROVAL/ ACCEPTANCE
	<ul style="list-style-type: none"> • Bidder's offer will be considered for evaluation based on PQR, Technical and other commercial documents submitted along with bid. • Bidder's offer will be acceptable subject to final acceptance of bidder by ultimate customer as approved supplier.
17.	DEVIATION
	<p>Technical Deviation: No Technical Deviation is envisaged.</p> <p>Commercial Deviation: No Commercial Deviation envisaged except defined in GTC.</p> <p>The bids having deviation(s) w.r.t. tender is liable for rejection. However, BHEL, at its discretion, may load the prices for evaluation of offer with prior intimation to bidder.</p> <p>Clause-wise deviations and / or additional conditions / clarifications, if any, are to be brought out clearly in "Schedule of Commercial Deviation" and "Schedule of Technical Deviation" If any. Deviations and / or additional conditions / clarifications, if any, mentioned elsewhere in the bid / offer, shall not be considered.</p>
18.	TENDER EVALUATION
	Cost evaluation shall be done on total cost to BHEL basis.
19.	QUANTITY SPLITTING AND AWARDING:
	Entire quantity under this package shall be awarded to L1 bidder.

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20.	VALIDITY OF PURCHASE ORDER:
	The purchase order(s) shall be valid for one year from date of PO.
21.	WORKS ADDRESS:
	Bidders to mention their works address in Annexure-IV (Contact details of bidder).
22.	SETTLEMENT OF DISPUTE
	<p>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.</p> <p>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 22.1.</p> <p>22.1 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 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)).</p> <p>22.2 Arbitration: 22.2.1 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 22.1 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 "IIAC" (India</p>

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<p>International Arbitration Centre) and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.</p> <p>22.2.2 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 Notice shall be addressed to the Head of the 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.</p> <p>22.2.3 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 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.</p> <p>22.2.4 The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.</p> <p>22.2.5 The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be New Delhi.</p> <p>22.2.6 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 New Delhi.</p> <p>22.2.7 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.</p> <p>22.2.8 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.</p> <p>22.2.9 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.</p> <p>22.2.10 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 22.2.9.</p>
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	<p>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.</p> <p>22.3 In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:</p> <p>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 (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.</p>
23.	BREACH OF CONTRACT, REMEDIES AND TERMINATION
	<p>23.1 Following conditions shall be considered as breach of contract:</p> <ul style="list-style-type: none"> i) Non-supply of material/ non-completion of work by the vendor within scheduled delivery/ completion period as per contract or as extended from time to time. ii) The 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. iii) The vendor delivers equipment/ material not of the contracted quality. iv) The vendor fails to replace the defective equipment/ material/ component as per guarantee clause. v) Withdrawal from or abandonment of the work by the vendor before completion as per contract. vi) Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL. vii) Non-compliance to any contractual condition or any other default attributable to Contractor/ Vendor. viii) Any other reason(s) attributable to Vendor towards failure of performance of contract. 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. ix) 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. x) Supplier/Vendor is convicted of any offence involving corrupt business practices, antinational activities or any such offence that compromises the business ethics of

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	<p>BHEL, in violation of the Integrity Pact entered into with BHEL has the potential to harm the overall business of BHEL/ Owner.</p> <p>Note:</p> <p>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.</p> <p>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.</p> <p>23.2 Remedies for breach of contract:</p> <p>a) Wherein the period as stipulated in the notice issued under clause 22.1 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.</p> <p>b) 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.</p> <p>c) 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:</p> <p>d) In case the amount recovered 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.</p> <p>e) 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:</p> <ol style="list-style-type: none"> i) from dues available in the form of Bills payable to defaulted Supplier/Vendor against the same contract. ii) 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
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	<p>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.</p> <p>f) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier/Vendor.</p> <p>g) 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.</p> <p>h) 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.</p> <p>Note:</p> <p>(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:</p> <p>(a) In case defaulted Supplier/Vendor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor.</p> <p>(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.</p> <p><u>LD against delay in executed supply in case of Termination of Contract:</u></p> <p>LD against delay in executed supply shall be calculated in line with LD clause no. 14.0, for the delay attributable to Supplier/Vendor. For limiting the maximum value of LD, contract value shall be taken as Executed Value of supply till termination of contract.</p> <p>Method for calculation of "LD against delay in executed supply in case of termination of contract" is given below.</p> <p>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</p> <p>b) Let the value of executed work/ supply till the time of termination of contract = X</p> <p>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</p> <p>d) Delay in executed work/ supply attributable to contractor/ supplier i.e. $T2 = [1-(X/Y)] \times T1$</p> <p>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.</p>
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	Note: In case portion of service/ supply is withdrawn, no LD shall be applicable for portion of service/ supply withdrawn.												
24.	MICRO & SMALL ENTERPRISES (MSE)												
	Any bidder falling under MSE category shall submit Udyam Registration certificate along with their techno-commercial offer.												
	<table border="1"> <thead> <tr> <th>Type under MSE</th> <th>SC/ST owned</th> <th>Women owned</th> <th>Others (excluding SC/ST & Women Owned)</th> </tr> </thead> <tbody> <tr> <td>Micro</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Small</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Type under MSE	SC/ST owned	Women owned	Others (excluding SC/ST & Women Owned)	Micro				Small			
Type under MSE	SC/ST owned	Women owned	Others (excluding SC/ST & Women Owned)										
Micro													
Small													
	<p>Note:</p> <p>a) If the bidder does not furnish the Udyam Registration certificate for MSE category, offer shall be processed construing that the bidder is not falling under MSE category.</p> <p>b) Documents submitted by the bidder shall be verified by BHEL for rendering the applicable benefits.</p> <p>c) MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA dtd. 09/11/2016 office of AS & DC, MSME) only if they submit Udyam Registration certificate along with the offer.</p> <p>d) Bidder to select purchase preference in GeM Portal to avail MSE purchase preference for this enquiry.</p> <p>No purchase preference shall be applicable for this enquiry if MSE purchase preference is not selected by the bidder in GeM Portal.</p>												
25.	REVERSE AUCTION												
	Not applicable for this enquiry.												
26.	INTEGRITY PACT												
	Not applicable for this enquiry.												
27.	VARIATION OF CONTRACT VALUE / QUANTITY VARIATION												
	Not applicable.												
28.	GEM SELLER ID												
	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.												

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<p>29.</p>	<p>MODE OF PAYMENT</p> <p>Payment shall be made in the following modes:</p> <ul style="list-style-type: none"> • For all vendors: Directly to the Supplier / Contractor by BHEL through NEFT / RTGS • For MSME vendors: TReDS platform- (1) RXIL (2) M1 xchange and (3) Invoicemart <p>TBG is registered with TReDS platform- (1) RXIL (2) M1 xchange and (3) Invoicemart. MSME bidders are requested to get registered with TReDS platform to avail the facility as per Gol guidelines.</p>
<p>30.</p>	<p>MAKE IN INDIA (PPP-MII)</p> <p>For this procurement, the local content to categorize a supplier as Class-I local supplier / class-II local supplier / Non-Local supplier and purchase preference to Class-I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020, issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT but before opening of part-II bids against this NIT.</p> <p>“Bidder to specify the percentage of local content as per the format of self-declaration for local content” as per Annexure-V.”</p> <p>“This tender is 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.”</p> <p>The minimum local content to qualify as a Class-I local supplier is 60%.</p> <p>Procurement under this bid is reserved for purchase from Class-I local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. However, eligible micro and small enterprises will be allowed to participate. In case the bid value is more than Rs.10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Purchase preference to Micro and Small Enterprises clause will get precedence over this clause.</p>
<p>31.</p>	<p>COMPLIANCE TO GOI ORDER FOR RESTRICTIONS UNDER RULE 144 (XI) OF GENERAL FINANCIAL RULES (GFRS), 2017</p> <ul style="list-style-type: none"> • Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority.

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- "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 falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- "Bidder (or entity) 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.

- 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 shareholders 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.

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	<ul style="list-style-type: none"> • An Agent is a person employed to do any act for another, or to represent another in dealings with third person. <ol style="list-style-type: none"> 1. 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 2. The registration shall be valid at the time of submission of bid and at the time of acceptance of bid. <p>If the bidder was validly registered at the time of acceptance/ placement of order, registration shall not be a relevant consideration during contract execution</p> <p>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/).</p>
<p>32.</p>	<p>COMPLIANCE TO ORDER NO. 25-111612018-PG, DATED 02.07.2020 OF MINISTRY OF POWER, GOI:</p>
	<p>Power Supply System is a sensitive and critical infrastructure that supports not only our national defence, vital emergency services including health, disaster response, critical national infrastructure including classified data & communication services, defense installations and manufacturing establishments, logistics services but also the entire economy and the day-to-day life of the citizens of the country. Any danger or threat to Power Supply System can have catastrophic effects and has the potential to cripple the entire country. Therefore, the Power Sector is a strategic and critical sector.</p> <p>The vulnerabilities in the Power Supply System & Network mainly arise out of the possibilities of cyber-attacks through malware / Trojans etc. embedded in imported equipment. Hence, to protect the security, integrity and reliability of the strategically important and critical Power Supply System & Network in the country, the following directions are hereby issued: -</p>

SPECIAL TERMS AND CONDITIONS FOR TENDER ENQUIRY / CONTRACT

	<p>1. All equipment, components, and parts imported for use in the Power Supply System and Network shall be tested in the country to check for any kind of embedded malware/trojans/cyber threat and for adherence to Indian Standards.</p> <p>2. All such testing's shall be done in certified laboratories that will be designated by the Ministry of Power (MOP).</p> <p>3. Any import of equipment/components/parts from "prior reference" countries as specified or by persons owned by, controlled by, or subject to the jurisdiction or the directions of these "prior reference" countries will require prior permission of the Government of India</p> <p>4. Where the equipment/components/parts are imported from "prior reference" countries, with special permission, the protocol for testing in certified and designated laboratories shall be approved by the Ministry of Power (MOP).</p> <p>This order shall apply to any item imported for end use or to be used as a component, or as a part in manufacturing, assembling of any equipment or to be used in power supply system or any activity directly or indirectly related to power supply system.</p>
33.	PREVENTION FOR CARTEL FORMATION
	<p>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</p>
34.	FORCE MAJEURE
	<p>34.1 "Force Majeure" shall mean circumstance which is:</p> <p>a) beyond control of either of the parties to contract,</p> <p>b) either of the parties could not reasonably have provided against the event before entering into the contract,</p> <p>c) having arisen, either of the parties could not reasonably have avoided or overcome, and</p> <p>d) is not substantially attributable to either of the parties</p> <p>And</p> <p>Prevents the performance of the contract,</p> <p>Such circumstances include but shall not be limited to:</p> <ul style="list-style-type: none"> • War, hostilities, invasion, act of foreign enemies. • Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war. • Riot, commotion or disorder by persons other than the contractor's personnel and other employees of the contractor and sub-contractors. • Strike or lockout not solely involving the contractor's personnel and other employees of the contractor and sub-contractors.

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	<ul style="list-style-type: none"> • 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. • Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc. • Epidemic, pandemic etc. <p>34.2 The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party: any strike, work-to-rule action, go-slow or similar labour difficulty late delivery of equipment or material (unless caused by Force Majeure event) and economic hardship.</p> <p>34.3 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.</p> <p>34.4 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.</p> <p>34.5 Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not (i) Constitute a default or breach of the Contract. (ii) 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.</p> <p>34.6 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.</p>
35	FRAUD PREVENTION POLICY
	<p>The Bidder along with its associate / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.</p>
36.	SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS
	<p>BHEL reserves the right to take action against Contractors who either fail to perform or Tenderers/Contractor who indulge in malpractices, by suspending business dealings with them in line with BHEL guidelines issued from time to time.</p>

SPECIAL TERMS AND CONDITIONS FOR TENDER ENQUIRY / CONTRACT

	<p>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.</p> <p>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 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</p>
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Enclosures:

Sl. No.	
1.1	Special terms and conditions
1.2	General Terms & Conditions
2.	Technical specification no- TB-387-316-001(SP)
3.	Annexure-I: Technical Pre-Qualification Requirement – Not applicable
4.	Annexure-II: Activity Schedule
5.	Annexure-III: Unpriced Bid
6.	Annexure-IV: Contact Details of Bidder
7.	Annexure-V: Local Content Self-Certification
8.	Annexure-VI: Schedule of Commercial Deviation
9.	Annexure-VII: Schedule of Technical Deviation
10.	Annexure-VIII: Deleted
11.	Annexure-XI: Compliance to Government of India Order OM NO.6/18/2019-PPD Dtd. 23.07.2020 regarding restrictions under rule 144 (xi) of the General Financial Rules (GFRs), 2017
12.	Annexure-XII: Compliance to Government of India Order OM NO.6/18/2019-PPD Dtd. 23.07.2020 regarding restrictions under rule 144 (xi) of the General Financial Rules (GFRs), 2017
13.	Annexure-XIV: Vendor Compliance Format

**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. 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.	<p>INSTRUCTION TO BIDDERS :</p> <p>1.1 Sealed bids are invited for the items mentioned in the tender enquiry conforming to the NIT including Technical Specifications. Bids should be typed and free from overwriting and erasures. Corrections or additions / deletions, if any, must be clearly written and attested, otherwise offer may be rejected.</p> <p>1.2 Bidder must ensure that their bid is submitted / dropped in the tender box on or before 14-00 Hrs. IST on the due date of opening, unless otherwise specified in the NIT, at the address as follows :-</p> <p style="padding-left: 40px;">Tender Box, Materials Management, Transmission Business Group, Bharat Heavy Electricals Limited, 5th Floor, Tower-A, Advant Navis IT Business Park, Plot-7, Sector-142, Noida Expressway, Noida, Dist. G. B. Nagar, U. P. . 201305</p> <p>1.3 In case tender enquiry is floated through the e-procurement system, offer / bid has to be submitted through the e-procurement system ONLY as per instructions given in the e-procurement portal (https://bheleps.buyjunction.in).</p> <p>1.4 The bids shall be opened at 14-30 Hrs. IST on the due date of opening, in the presence of participating bidders who may like to be present, unless otherwise specified in the NIT. Bids received late are liable for rejection. Bidders sending bids by courier or post will have to ensure that it is timely delivered at the above address.</p> <p>1.5 Bids are to be submitted duly signed with seal in two parts :-</p> <p style="padding-left: 40px;">a) Techno-commercial Bid (Part-I) . To be submitted in 2 sets (original + copy). A copy of Price Bid (Part-II) clearly mentioning all the necessary information as per format without prices Un-Priced Bid+is also to be enclosed in Part-I Bid.</p> <p style="padding-left: 40px;">b) Price Bid (Part-II) . To be submitted only in one set in a separate sealed envelope. This should not contain any Technical and / or Commercial Terms and Conditions. The rates should be quoted both in figures and words.</p> <p>1.6 The Part-I and Part-II Bids are to be sealed in separate envelopes and marked</p>

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	<p>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 super scribed with tender enquiry no., item / package name, project name and due date of opening. Bidder's name and address shall also be mentioned on each envelope.</p> <p>1.7 For any technical clarification, please contact official mentioned in the tender enquiry / NIT.</p> <p>1.8 For any commercial clarification please contact official issuing tender enquiry / NIT.</p> <p>1.9 Price bid (Part-II) should not contain any additional information / description other than given in Un-Priced Bid submitted with Techno-commercial Bid (Part-I) except prices, otherwise bid is liable for rejection.</p> <p>1.10 Price Bid submitted along with the bid shall remain valid up to validity of offer. Any discount / revised offer submitted by the bidder on its own shall be accepted provided it is received before the due date and time of offer submission (i.e. Part-I Bid). The discount shall be applied on pro-rata basis to all items including optional items, if any, unless specified otherwise by the bidder. Discount offered shall be valid for full duration of validity of the offer including extension of validity, if any. Unsolicited Supplementary / Revised Price Bid submitted after the due date and time of offer submission (i.e. Part-I Bid), during validity period of offer, unless asked by BHEL, shall not be considered. Withdrawal of quotation by the bidder, at any stage after its opening, may entail suitable action against such bidder by BHEL.</p> <p>1.11 The consultants / firm (and any of its affiliates) shall not be eligible to participate against tender enquiry for the related goods or works or services for the same project, if they were engaged by BHEL-TBG for the consultancy services.</p> <p>1.12 In case any Foreign OEM / Foreign Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer / supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer / supplier or the manufacturer / supplier could bid directly but not both. In case bids are received from the manufacturer / supplier and the agent, bid received from the agent shall be ignored.</p> <p>1.13 Non-conformities / errors / discrepancies in quoted prices in price bids shall be dealt as follows :-</p> <ol style="list-style-type: none"> 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 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

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	<p>words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.</p> <p>d) If there is such discrepancy in an offer as mentioned in (a), (b) & (c) above, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the BHEL, the bid is liable to be ignored.</p> <p>1.14 In case the scope of the successful bidder / supplier against this tender enquiry includes Erection, Testing and Commissioning (ETC) of the equipment / material at site in addition to Supply, Purchase Order shall be placed for Supply Portion and Contract shall be separately awarded for ETC at Site Portion. General Terms and Conditions for Tender Enquiry / Contract mentioned herein shall be applicable for both Supply & ETC at Site. Additional Terms and Conditions for Tender Enquiry / Contract for Erection, Testing and Commissioning at Site %BHEL/TBG/GTC-ETC/2016 Rev. 01+ shall be applicable for ETC at Site only which is to be read in conjunction with General Terms and Conditions for Tender Enquiry / Contract mentioned herein. However, any breach of either the Purchase Order or the Contract shall be deemed to be breach of the other.</p> <p>1.15 Taxes and Duties payable extra as per Clause No. 2.3 in NIT, if not specified/quoted clearly as extra shall be considered as included in Ex-works Price and therefore shall not be reimbursed. Taxes and duties not payable extra as per NIT shall be deemed to be included in Ex-works Price.</p> <p>1.16 If the rates for taxes and duties in respect of the quoted materials and / or services assumed by the Supplier are less than the tariff prevailing at the time of tendering, Supplier will be responsible for such under quotations. However if the rates assumed are higher than the correct rates prevailing at the time tendering, the difference will be to the credit of BHEL.</p> <p>Note : Representative / official deputed by the bidder to witness tender opening must produce authorization letter for the same.</p>
2.	<p>PRICES :</p> <p>2.1 Unless specifically indicated in the NIT, all prices shall be FIRM. No enhancement of rate for whatsoever reasons unless and until asked by BHEL shall be allowed.</p> <p>2.2 Unless specifically indicated in the NIT, the prices shall be on INR basis.</p> <p>2.3 Unless specifically indicated in the NIT, the prices are to be quoted on FOR (Site / Destination) basis excluding GST. The break-up of prices shall be as under :-</p> <p>a) Ex-works Price: Ex-works price including packing & forwarding charges.</p> <p>b) Freight: Freight for door delivery up to destination / site / store are to be quoted separately.</p> <p>c) Insurance: Insurance for door delivery up to destination / site / store are to be quoted separately.</p>

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	<p>d) Type Test Charges: If asked in the technical specification, it is to be quoted separately for each test.</p> <p>e) Charges for Supervision of Erection, Testing & Commissioning (ETC) at Site: To be quoted separately if specified in NIT/Price Schedule.</p> <p>f) Charges for Testing & Commissioning at Site: To be quoted separately if specified in NIT/Price Schedule.</p> <p>g) Charges for Erection, Testing & Commissioning at Site: To be quoted separately if specified in NIT/Price Schedule.</p> <p>h) Training Charges: To be quoted separately if specified in NIT/Price Schedule.</p> <p>2.4 GST rates along with HSN/SAC code as applicable on Sr No (a) to (h) above is to be mentioned separately in percentage in both un-priced bid and price bid.</p> <p>Note :</p> <p>i) Unless otherwise specified in the NIT, the purchase order shall be placed on Ex-works basis for Indian bidders.</p> <p>ii) Prices quoted by Indian bidders shall be in Indian Rupees only.</p> <p>iii) In case Supervision of Erection, Testing & Commissioning (ETC) at Site or Testing & Commissioning at Site or Erection, Testing & Commissioning at Site is also in scope of the bidder along with supply, bidder has to ensure that prices quoted for such services also are in line with special terms & conditions of the NIT, if any.</p> <p>iv) Unless otherwise specified in the NIT, Unloading at Site / Destination shall not be in the scope of the supplier.</p> <p>v) Prices in respect of Sr No (a) to Sr No (h) of Clause 2.3 above are to be quoted inclusive of all taxes & Duties, charges. Levies, royalty etc. if any, excluding GST.</p>
3.	<p>TERMS OF PAYMENT :</p> <p>3.1 For Supply only in scope of the supplier</p> <p>100% of payment within 60 days from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows :</p> <ul style="list-style-type: none"> • LR / GR duly endorsed by BHEL Site Official. • Material Receipt Certificate issued by BHEL Site Official. • GST Compliant Tax Invoice • Packing List (Case-wise) • Copy of Transit Insurance Certificate from underwriters. • Material Inspection Clearance Certificate (MICC) issued by BHEL Quality Management • Guarantee Certificate • Copy of Performance Bank Guarantee (PBG) • Certificate of acceptance of Type Test Reports issued by BHEL Engineering Management wherever specifically mentioned in the Purchase Order. <p>3.2 For Supply where Supervision of Erection, Testing & Commissioning (ETC) at Site is in scope of the supplier or Supply where Testing & Commissioning at Site is in scope of the supplier</p>

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	<p>a) 95% of payment within 60 days from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows :</p> <ul style="list-style-type: none"> · LR / GR duly endorsed by BHEL Site Official. · Material Receipt Certificate issued by BHEL Site Official. · GST Compliant Tax Invoice · Packing List (Case-wise) · Copy of Transit Insurance Certificate from underwriters. · Material Inspection Clearance Certificate (MICC) issued by BHEL Quality Management · Guarantee Certificate · Copy of Performance Bank Guarantee (PBG) · Certificate of acceptance of Type Test Reports issued by BHEL Engineering Management wherever specifically mentioned in the Purchase Order. <p>b) 5% of payment within 60 days from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows :</p> <ul style="list-style-type: none"> · Certificate of successful completion of Supervision of Erection, Testing & Commissioning at Site if it is in the scope of the supplier or Certificate of successful completion of Testing & Commissioning at Site if it is in the scope of the supplier. · Certificate of completion of final documentation as per Purchase Order / Technical Specification issued by BHEL Engineering Management <p>3.3 For Supply where Erection, Testing & Commissioning (ETC) at Site is in scope of the supplier</p> <p>a) 90% of payment within 60 days from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows :</p> <ul style="list-style-type: none"> · LR / GR duly endorsed by BHEL Site Official. · Material Receipt Certificate issued by BHEL Site Official. · GST Compliant Tax Invoice · Packing List (Case-wise) · Copy of Transit Insurance Certificate from underwriters. · Material Inspection Clearance Certificate (MICC) issued by BHEL Quality Management · Guarantee Certificate · Copy of Performance Bank Guarantee (PBG) · Certificate of acceptance of Type Test Reports issued by BHEL Engineering Management wherever specifically mentioned in the Purchase Order <p>b) 10% of payment within 60 days from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows :</p> <ul style="list-style-type: none"> · Certificate of successful completion of Erection, Testing & Commissioning at Site issued by BHEL Site Official / Construction Management · Certificate of completion of final documentation as per Purchase Order / Technical Specification issued by BHEL Engineering Management <p>3.4 For Type Test Charges</p> <p>100% payment along with applicable GST within 60 days from the date of receipt of complete GST compliant Tax invoice along with copy of Certificate of acceptance of Type Test Reports issued by BHEL Engineering Management in 3 sets (original + 2 copies) on completion of delivery (at site, if F&I is in scope of</p>

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	<p>supplier) of main supplies (excluding spares) for which Type Tests are applicable. List of main supplies (excluding spares) for which Type Tests are applicable shall be certified by BHEL Engineering Management.</p> <p>3.5 For Charges for Supervision of Erection, Testing & Commissioning at Site</p> <p>100% payment along with applicable GST within 60 days from the date of receipt of complete GST compliant Tax invoice along with certificate of successful completion of Supervision of Erection, Testing & Commissioning at Site issued by BHEL Site Official / Construction Management in 3 sets (Original + 2 copies).</p> <p>3.6 For Charges for Testing & Commissioning at Site</p> <p>100% payment along with applicable GST within 60 days from the date of receipt of complete GST compliant Tax invoice along with certificate of successful completion of Testing & Commissioning at Site issued by BHEL Site Official / Construction Management in 3 sets (Original + 2 copies).</p> <p>3.7 For Training Charges</p> <p>100% payment along with applicable GST within 60 days from the date of receipt of complete GST compliant Tax invoice along with certificate of completion of training issued by BHEL Engineering Management in 3 sets (original + 2 copies).</p> <p>Note :</p> <ul style="list-style-type: none"> i) Supplier has to submit invoice(s) as per PO or approved billing break-up of prices (if applicable as per NIT). ii) In case of supplies for overseas project, Material Receipt Certificate issued by BHEL Authorized Representative shall also be acceptable. iii) In case of Transit Insurance under Open Insurance Policy, Intimation / Declaration of Transit Insurance as per terms of the relevant Open Insurance Policy along with copy of Open Insurance Policy from underwriters shall also be acceptable. iv) Supplier has to ensure commencement of transit insurance from the date not later than LR / GR date. v) Supplier has to submit Tax Invoice(s). Supplier should ensure that Tax Invoice should comply all statutory requirements under GST Law to enable BHEL to avail input credit vi) MSMED Act, 2006 and the rules made thereunder as amended from time to time shall be applicable for release of payment to suppliers qualified & registered as Micro & Small Enterprises based on documents mentioned in the NIT for MSME. 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

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	<p>based on comments against Material Receipt Certificate issued by the BHEL Site Official shall be withheld from the supply payment against 3.1(a) or 3.2(a) above to be deemed fit by BHEL subject to a minimum of 10% of the total ex-works value of the invoice corresponding to the LR / GR against which any shortages and / or damages are reported. The withheld amount shall be released after the shortages and / or damages in supplies are supplied / replenished against Certification by BHEL Site Official.</p> <p>ix) Payment of GST component shall be made only if vendor has deposited the Tax and credit for the same is reflected in GSTN (GST Network). In case credit of the same is not reflected in GSTN , vendor may alternatively furnish BG of GST Amount for a period valid for not less than 1 month .In case of disallowance of credit /non reflection of credit in GSTN , amount will be recovered from supplier along with applicable Interest , penalty etc from any of his dues.</p> <p>x) If GST is payable by BHEL on reverse Charge Mechanism basis, vendor should ensure the submission of GST compliant Tax invoice immediately on dispatch/ performance of service. In case of non-compliance any additional charges towards interest, penalty etc, will be to vendors account.</p> <p>xi) TDS under GST Act, if applicable, shall be deducted unless Exemption Certificate If applicable, from the appropriate authority is furnished to BHEL along with Invoice.</p>
4.	<p>INTEREST LIABILITY :</p> <p>In case of any delay in payment due to any reason, BHEL shall not pay any interest on delayed payment. Also, no interest shall be payable by BHEL on the bank guarantee / deposit amount or balance payment or any other money which may become due owing to difference or misunderstanding or any dispute before any quasi judicial authority between BHEL and the Supplier / Contractor.</p>
5.	<p>GUARANTEE :</p> <p>The equipment / material supplied and services rendered (if applicable) shall be guaranteed to be free from all defects and faults in design & engineering, material, workmanship & manufacture and in full conformity with the Purchase Order / Contract, Technical Specifications & approved drawings / data sheets, if any, for 18 months from the date of last delivery or 12 months from the date of commissioning, whichever is earlier.</p> <p>Wherever Erection, Testing & Commissioning at Site are also in the scope of the Supplier, the guarantee period shall be 18 months from the date of last delivery or 12 months from the date of commissioning, whichever is later.</p> <p>The defective equipment / material / component shall be replaced free of cost at site. Freight & Insurance during transit shall also be in the scope of the supplier / contractor. Any expenditure for dismantling and re-erection of the replaced equipment / material / component shall be to suppliers / contractors account. All replacements during the guarantee period shall be delivered at site promptly and satisfactorily within a period not more than 45 days from the date of reporting the defect / rejection etc.</p> <p>In the event of the supplier / contractor failing to replace the defective equipment / material / component within the time period mentioned above, BHEL may proceed to undertake the replacement of such defective equipment / material / component at the risk and cost of the supplier / contractor without prejudice to any other rights under the contract and recover the same from PBG / other dues of this Purchase</p>

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	<p>Order / Contract or any other Purchase Order / Contract executed by the supplier / contractor.</p> <p>Note :</p> <p>i) In case of Illumination System, items viz. Lamps, Tubes, Ballast, Starters, Capacitors & Fuses will not be under Guarantee after commissioning.</p> <p>ii) In addition to the above guarantee period, Extended Guarantee / Warranty, if any, shall be as per NIT / Technical Specifications.</p> <p>iii) In case offer of agent of Foreign OEM / Foreign Principal is considered, as per Clause No. 1.12 above, Guarantee as mentioned above has to be provided by the Foreign OEM / Foreign Principal also.</p>
6.	<p>LATENT DEFECT :</p> <p>Liability for latent defects shall be for defects inherently lying within material or arising out of design deficiency which does not manifest itself during guarantee period but later and shall be limited to five years from the expiry of the guarantee period.</p>
7.	<p>PERFORMANCE BANK GUARANTEE (PBG) :</p> <p>Supplier shall arrange to submit Performance BG / Deposit on a non-judicial stamp paper of appropriate value along with first invoice or within 60 days from placement of Purchase Order (PO) whichever is earlier, in line with one of the applicable options as follows :-</p> <p><u>Option %A+</u></p> <p>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.</p> <p>Single Rolling PBG option shall not be applicable in case Ex-works value of the PO at the time of placement of PO exceeds Rs. One Crore.</p> <p><u>Option %B+</u></p> <p>PBG for 10% of the total Ex-works PO value, valid for 18 months from the date of last delivery with claim period of 3 months extra over and above 18 months. Ex-works PO value at the time of placement of PO shall be considered for calculation of the PBG amount.</p> <p><u>Option %C+</u></p> <p>In case the total Ex-works PO value at the time of placement of PO does not exceed Rs. Ten Lakhs, interest free Deposit of 10% of the total Ex-works PO value at the time of placement of PO in form of Demand Draft favouring %Bharat Heavy Electricals Limited+ and payable at New Delhi / Delhi / Noida shall also be acceptable to BHEL in lieu of PBG, which shall be released after expiry of 21 months from the date of last delivery after deduction, if any, within 60 days from receipt of invoice in 3 sets (original + 2 copies) to be submitted by the supplier.</p> <p>Note :</p> <p>i) The Bank Guarantee shall be from any bank as per Annexure for List of Banks (32 Nos.). The original PBG should be sent by issuing Bank directly to AGM (Finance), TBG, BHEL, Noida.</p> <p>ii) Extension of validity of the PBG in original, as per above clause, should be sent by issuing Bank directly to AGM (Finance), TBG, BHEL, Noida at least 45 days before expiry of validity of the PBG.</p> <p>iii) Unless otherwise specified in the NIT, deviation taken for non-submission of PBG / Deposit, as applicable, shall not be accepted.</p>

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	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.	<p>SUBMISSION OF DRAWINGS / DOCUMENTS FOR APPROVAL :</p> <p>Supplier shall submit the master document list within 7 days from date of Purchase Order / Contract, unless otherwise specified in the NIT, with planned dates for submission which shall be in line with activity schedule as per Purchase Order / Contract and shall be finalized with BHEL Engineering Management. Date of first submission of drawings / documents shall be certified by BHEL Engineering Management after the receipt of applicable drawings / documents (e.g. project specific cover sheet, GTP, OGA drawings, schemes, type test reports etc.) by BHEL. During detailed engineering stage, necessary hard copies of the engineering drawings / documents shall also be submitted by the supplier as per the Purchase Order / Contract requirement. The supplier shall also submit the packing drawings as per technical specifications.</p> <p>In case item(s) offered require any interface details of other item (not in the scope of supplier & required for operating the equipment), the supplier has to submit interfaces schedule along with submission of engineering drawings / documents. It shall be responsibility of the supplier to get the details of the interfaced item from BHEL before manufacturing to avoid any mismatch at site.</p>
9.	<p>FINAL DOCUMENTATION :</p> <p>Final documentation as called in the Technical /contract specification is to be submitted within 3 months from the date of first delivery of respective equipment, item/material. After submission of Final Documentation, BHEL Engineering Management (TBEM) will issue a Certificate of Completion of Final Documentation. Wherever Final Documentation is not applicable, BHEL Engineering Management (TBEM) will issue confirmation regarding the same, Vendor to submit the Certificate of Final Documentation /Confirmation regarding Non applicability of Final Documentation, as the case may be, to BHEL TBMM. In case of Non Submission of Certificate of Final Documentation /Confirmation regarding Non applicability of Final Documentation, BG will be liable for encashment.</p>
10.	<p>INSPECTION :</p> <p>BHEL / customer / third party shall inspect equipment / material before despatch. Stage inspection during manufacturing may also be carried out. Material to be despatched only after getting Material Despatch Clearance Certificate (MDCC) / MICC issued by BHEL.</p> <p>Supplier shall send inspection call on prescribed format / web site only, with an advance notice of 15 days.</p> <p>Supplier to ensure submission of all routine / acceptance test reports, inspection</p>

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	<p>reports and all other documents related to inspection, immediately to BHEL.</p> <p>BHEL representative is authorised to carry out audits along with Third Party Inspection Agency at vendor's / supplier's works before clearing the items for despatch.</p>
11.	<p>DESPATCH DOCUMENTS : Despatch documents to be immediately sent to BHEL on despatch are as follows :-</p> <ul style="list-style-type: none"> • Copy of Invoice • Copy of LR / GR in case of Indian suppliers or BL / AWB in case of foreign suppliers • Copy of Packing List (Case-wise) • Copy of Transit Insurance Certificate from underwriters • Copy of Guarantee Certificate
12.	<p>DELIVERY PERIOD : Delivery / Completion requirement shall be mentioned in the NIT. Bidder to specify best delivery / completion period possible in weeks from the date of LOI / PO as per activity schedule for consideration by BHEL. Time required for type test, if applicable, is to be separately indicated. Note :</p> <p>LR / GR date or invoice date (whichever is later) for indigenous supplies and BL / AWB date for FOB / CIF (if applicable) contracts shall be considered as delivery date.</p>
13.	<p>LIQUIDATED DAMAGES FOR DELAYED DELIVERY: 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 (incl. taxes and duties, freight & insurance as applicable) per week of delay or part thereof subject to a maximum of 10% of the total Purchase Order value for supply (incl. taxes and duties, freight & insurance as applicable) shall be deducted as Liquidated Damages (LD) along with applicable GST (if any) on LD.</p> <p>However, in case of staggered (lot-wise) contractual delivery schedule, an amount of 0.5% of the total Purchase Order value for supply (incl. taxes, duties, freight & insurance as applicable) of delayed lot per week of delay or part thereof subject to maximum of 10% of the total Purchase Order value. (Incl taxes, duties, Freight & Insurance as applicable) shall be deducted as Liquidated Damages (LD) along with applicable GST (if any) on LD.</p> <p>Note :</p> <ol style="list-style-type: none"> i) In case of any amendment / revision in PO /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 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

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	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.	<p>VALIDITY OF OFFER : The offer shall be valid for 120 days from the due date of opening of tender (i.e. techno-commercial bid unless otherwise specified in the NIT). Prices of Spares, wherever they optional items, shall be valid till two years from the date of placement of PO.</p>
15.	<p>ACCEPTANCE / REJECTION OF TENDER : BHEL reserve the right to reject in full or part, any or all tender without assigning any reason thereof. BHEL also reserve right to vary the quantities as mentioned in the NIT. Acceptance of offer is subject to vendor approval by customer before opening of price bid.</p> <p>BHEL shall not be bound by any power of attorney granted by tenderer or by changes in composition of the firm made subsequent to award of order / contract. BHEL may however recognize such power of attorney and changes after obtaining proper legal advice, cost of which will be chargeable to the seller / contractor concerned. If the tenderer deliberately gives wrong information, BHEL reserves the right to reject such an offer at any stage or cancel the order / contract, if awarded, and forfeit the security deposit and bank guarantee.</p>
16.	<p>DEVIATION : The bids having deviation(s) w.r.t. tender are liable for rejection. However, BHEL, at its discretion, may load the prices for evaluation of offer with prior intimation to bidder.</p>
17.	<p>TENDER EVALUATION : Comparative statement shall be prepared and evaluated on total cost basis at destination/site (as per terms of NIT) considering overall quantity indicated in NIT unless contrary to same is specifically mentioned in the tender enquiry / NIT. Total cost for this purpose shall include cost of scope of work as mentioned in NIT along with applicable taxes & duties, and other services etc. (if applicable). GST input credit available to BHEL shall be reduced from prices while determining L1 status.</p> <p>In case all bidders are foreign & Port of Import (destination port) is same for all the bidders, evaluation of offers shall be done on CIF (Port of Import) basis. Otherwise, evaluation of offers shall be done on the basis of delivered cost at site /destination to BHEL. Further, in case of foreign bidders, marine freight & insurance are to be quoted separately & the purchase order may be placed on FOB basis with an option for delivery on CIF / CFR basis, if required, later.</p> <p>In case of foreign bidders, Exchange Rate (TT selling rate of State Bank of India) as on date of tender opening (Part-I Bid in case of two part bid) shall be considered. If the relevant day happens to be a bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken for tender evaluation.</p>
18.	<p>LOADING CRITERIA : List of permissible deviations & loading criteria thereof are as follows :-</p> <p>a) Payment Terms Base rate of SBI (as applicable on the date of bid opening / techno-commercial bid opening in case of two part bids) + 6% shall be considered for loading for the period of relaxation sought by bidder(s) against terms of payment in the NIT.</p> <p>b) Liquidated Damages (LD) for Delayed Delivery</p>

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	<p>Loading on LD clause shall be to the extent to which it is not agreed to by the bidder (at offered value).</p> <p>c) In case of foreign bidders, if the quoted prices is on CIF basis only, it shall be loaded to arrive at total FOR (Site / Destination) price, as applicable, by factors as follows :-</p> <ul style="list-style-type: none"> i) Port handling / clearing charges: @ 1% of CIF value to arrive at Customs Assessable Value. ii) Custom Duty (including CVD & SAD) as per NIT prevailing on date of price bid opening. iii) Inland Freight & Transit Insurance: @ 5% of CIF value where distance between site / destination and Port of Discharge is upto 1000 Kms or @ 7% of CIF value where distance between site / destination and Port of Discharge is more than 1000 Kms. <p>Note : Additional deviations (if considered acceptable by BHEL) & the loading criteria shall be communicated to all the qualified bidders before price bid opening.</p>
19.	<p>ARBITRATION :</p> <p>In the event of any dispute emanating from and relating to this contract, the matter shall be referred to the sole arbitration of the person appointed by the competent authority of BHEL. Subject to aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 and the rules made thereunder as amended from time to time in India shall apply to the arbitration proceedings. The venue of arbitration shall be in New Delhi.</p> <p>Further there shall be no claim for any pre-reference or pendente-lite interest on the claims and any claim for such interest made shall be void.</p> <p>However, in case of contract with Public Sector Enterprise / Undertaking (PSE/PSU) or Govt. Dept., the extant guidelines of Govt. of India shall be followed.</p>
20.	<p>LEGAL SETTLEMENT :</p> <p>Indian Courts at New Delhi / Delhi shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of the contract(s) to which these conditions are applicable. Contract, including all matters connected with contract, shall be governed by the Indian Law, both substantive and procedural, for the time being in force including modification thereto.</p>
21.	<p>SUB-CONTRACTING :</p> <p>In case further subcontracting of BHEL Purchase Order / Contract or part thereof is envisaged by supplier, the same can be done after written permission is obtained from BHEL. However it shall not absolve the Supplier / Contractor of the responsibility of fulfilling BHEL Purchase Order / Contract requirements. In case of subcontracting of Purchase Order / Contract awarded by BHEL or part thereof without such permission, BHEL reserve the right to cancel the Purchase Order / Contract and source such material / component / equipment / system from any other agency at the risk and cost of the Supplier / Contractor.</p> <p>If Supplier / Contractor is an individual or proprietary concern and the individual or the proprietor dies or the partnership is dissolved or substantially affected, then unless BHEL is satisfied that legal representative of individual Supplier / Contractor or proprietor of proprietary concern and surviving partners of partnership firm are capable of carrying out and completing the Purchase Order / Contract, BHEL shall be entitled to cancel the Purchase Order / Contract as to its incomplete portion and without being in any way liable to payment of any compensation to legal representative of Supplier / Contractor and / or to surviving partners of Supplier / Contractor firm on account of cancellation of the Purchase Order / Contract.</p> <p>Decision of BHEL that legal representatives of deceased Supplier / Contractor or</p>

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

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	<p>ceased to exist and decision of BHEL as to whether the deliveries have to be resumed or not shall be final, conclusive and binding on the parties hereto.</p> <p>In the event of the parties hereto not able to agree that a force majeure event has occurred, the parties shall submit the disputes for resolution pursuant to the provisions hereunder, provided that the burden of proof as to whether a force majeure event has occurred shall be upon the party claiming such an event.</p> <p>Notwithstanding above provisions, BHEL shall reserve the right to cancel the Purchase Order / Contract, wholly or partly, in order to meet the overall project schedule and make alternative arrangements for completion of delivery and other schedules.</p>
25.	<p>MANUFACTURING QUALITY PLAN (MQP) : Supplier to submit approved MQP in line with requirement of BHEL/customer.</p>
26.	<p>SUPPLIER PERFORMANCE MONITORING AND RATING SYSTEM : BHEL reserve the right for evaluation of Supplier Performance Rating as per Supplier Performance Monitoring and Rating System of BHEL for necessary action. Details are available at BHEL Website www.bhel.com for reference.</p>
27.	<p>DEALING WITH BANNED SUPPLIERS / CONTRACTORS IN BHEL : Offers of the bidders, who are on the banned list, as also the offers of the bidders who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com for reference.</p>
28.	<p>ORDER OF PRECEDENCE : The order of precedence shall be as follows :-</p> <ol style="list-style-type: none"> Special Terms & Conditions (STC) for Tender Enquiry / Contract, if any General Terms & Conditions (GTC) for Tender Enquiry / Contract & Additional General Terms & Conditions (GTC) for Tender Enquiry / Contract for Erection Testing & Commissioning (ETC) at Site, if applicable <p>Provisions in (a) above shall prevail over (b). In case of conflict, between Technical Specifications and STC / GTC, bidder to seek necessary clarifications from BHEL concerned official as specified in NIT.</p>
29.	<p>PACKING : Packing shall be in conformity with specifications and shall be such as to ensure prevention of damages, corrosion, deterioration, shortages, pilferage and loss in transit or storage.</p> <p>In case of shipment by sea or air, the packing shall be sea-worthy or air-worthy respectively and of international standards.</p> <p>Different types of spares i.e. start-up / commissioning spares and initial spares (mandatory spares and recommended O&M spares) are to be packed separately.</p> <p>Packing List shall be submitted as per standard format along with advance set of documents for claiming payment which shall also indicate :-</p> <ol style="list-style-type: none"> Case / Packing size (as applicable). Gross weight and net weight of each package. Detailed contents of the package with quantity of each item separately. <p>Project, Item / Package Description, BHEL's PO No. with date & Case / Packing Mark should also be clearly mentioned on the Case / Packing and Packing List for identification. Also, Packing List must be duly signed & should include respective Invoice No. & LR No.</p> <p>Note :</p> <p>Foreign suppliers to furnish details to arrange inland transportation by BHEL, if applicable, as follows :-</p> <ol style="list-style-type: none"> No. of Packages Size with Weight (Gross & Net) of each Package No. of Containers with type & size required for inland transportation

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

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	<p>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.</p>
34.	<p>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.</p>
35.	<p>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.</p> <p>BHEL shall have the right to cancel Purchase Order / Contract, wholly or in part, in case they are obliged to do so on account of any decline, diminution, curtailment or stoppage of their business and in that event, the Supplier's / Contractor' compensation claim shall be settled mutually.</p> <p>In case of cancellation of Purchase Order / Contract for main supply, all other associated Purchase Orders / Contracts like those for Mandatory Spares / Recommended Spares / Erection, Testing & Commissioning (ETC) / Supervision of ETC, if any, would also get cancelled.</p>
36.	<p>SHELF LIFE : Supplier has to inform the list of the items / sub-items which have limited shelf life like consumables or those required for the first fill and shall indicate the corresponding shelf life period in the offer. Such items / sub-items shall be manufactured / despatched only after getting formal clearance from BHEL.</p>
37.	<p>LIMITATION OF LIABILITY : Notwithstanding any other provisions, except in cases of wilful misconduct and / or criminal negligence / acts,</p> <p>a) Neither the Supplier / Contractor nor BHEL shall be liable to the other, whether in Purchase Order / Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the Supplier / Contractor to pay Liquidated Damages to the BHEL and</p> <p>b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor in respect of this contract, whether under the Contract, in tort or otherwise, shall not exceed total Contract Price, provided however that this limitation shall not apply to any obligation of the Vendor to indemnify BHEL with respect to Patent Infringement or Intellectual Property Rights.</p>
38.	<p>SHORTAGES / DAMAGES :</p> <p>a) Against Supply only or Supply where Supervision of Erection, Testing & Commissioning (ETC) at Site or Supply where Testing & Commissioning at Site is in scope of the supplier :</p> <p>Any shortages and / or damages in supplies shall be supplied / replenished free of cost by the supplier as early as possible but not later than 30 days from the date of intimation by BHEL to the supplier.</p> <p>b) Against Supply where Erection, Testing & Commissioning (ETC) at Site is in scope of the supplier :</p>

Sr. No.	
	<p>Any shortages and / or damages in supplies and during handling / storage, erection, testing and commissioning at site shall be supplied / replenished free of cost by the Supplier / Contractor, as early as possible, to meet the contractual completion time / schedule.</p> <p>Note: There shall not be any extension in the contractual delivery time / schedule due to any shortages and / or damages in supplies.</p>
39.	<p>VARIATION OF CONTRACT VALUE / QUANTITY VARIATION : BHEL shall have the right to variation in quantities of items within $\pm 30\%$ of the total Purchase Order / Contract value at the time of placement of PO or award of Contract on overall basis for all amendments together within two years from the date of original Purchase Order / Contract or completion of execution of the Purchase Order / Contract whichever is earlier but quantities of individual items may vary to any extent or may get deleted unless otherwise specified in the technical specifications. No compensation is payable due to variation in the quantities and the Supplier / Contractor shall be bound to accept the same the contracted prices / rates without any escalation. However, if the Purchase Order / Contract is on %lumpsum+basis, no variation of Purchase Order / Contract value shall be admissible to the Supplier / Contractor within the scope of Purchase Order / Contract, as long as the inputs remain unchanged.</p>
40.	<p>STATUTORY VARIATION : GST rates prevailing at the time of dispatch of goods / completion of services shall be payable by BHEL. All other taxes, duties, charges, royalty, cess, other levies shall be deemed to be included in the Ex Works Prices / Charges quoted by bidders and no variations shall be payable in respect thereof. No other variations such as on customs duty, exchange rate, minimum wages, prices of controlled commodities, any other input etc. shall be payable by the BHEL.</p> <p>Notwithstanding anything above, where the actual completion of the supply / services occurs beyond the period stipulated in the Purchase Order / Contract or any extension thereof, variations referred to above, will be limited to the rates prevailing on the dates of such agreed completion periods only. For variations after the agreed completion periods, the Supplier / Contractor alone shall bear the impact for the upward revisions and for downward revisions BHEL shall be given the benefit of reduction in applicable taxes /GST. This will be without prejudice to the levy of liquidated damages for delay in delivery / completion.</p> <p>If new tax is introduced by Central/ State Govt / Municipality becomes directly applicable on items specified in Bill of Quantities/Purchase Order/Contract, full reimbursements shall be made provided it becomes applicable on items specified in Bill of Quantities.</p> <p>However, any additional tax implication due to delay in delivery, beyond the Contractual Delivery, attributable to supplier shall be borne by supplier.</p>
41.	<p>MODE OF PAYMENT : Payment shall be made directly to the Supplier / Contractor by BHEL through NEFT / RTGS.</p>
42.	<p>CONFIDENTIALITY : Supplier / Contractor shall, at all times, undertake to maintain complete confidentiality of all data, information, software, drawings & documents etc. belonging to BHEL and also of systems, procedures, reports, input documents, manuals, results and any other BHEL documents discussed and / or finalized during the course of execution of Purchase Order / Contract.</p>
43.	<p>INDEMNIFICATION : The Supplier / Contractor shall indemnify and keep indemnified and hold harmless BHEL and its employees and officers from and against any and all claims, suits, actions or administrative proceedings, demands, losses, damages, costs and</p>

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

Signature of Bidder (Authorized Signatory) with Date & Seal



BHARAT HEAVY ELECTRICALS LIMITED

TRANSMISSION PROJECTS ENGINEERING MANAGEMENT

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DOCUMENT No.	TB-387-316-001(SP)	Rev. No.	00		Prepared	Checked	Approved
TYPE OF DOC.	TECHNICAL SPECIFICATION			NAME	MSP	SKS	AG
TITLE 420kV CIRCUIT BREAKER SPARES				SIGN			
				DATE	17.02.2025	17.02.2025	17.02.2025
				GROUP	TBEM	W.O. No	
CUSTOMER	TELANGANA STATE POWER GENERATION CORPORATION LTD.						
PROJECTS	400kV SWITCHYARD AT 5X800 MW YADADRI TPS						

CONTENTS

Section	Description	No. of Sheets
1.	SCOPE, SPECIFIC TECHNICAL REQUIREMENTS & BILL OF QUANTITIES	04
2.	DETAILED TECHNICAL REQUIREMENTS – EQUIPMENT SPECIFICATION	06
3.	PROJECT DETAILS AND GENERAL SPECIFICATION	13

Rev No.	Date	Altered	Checked	Approved	REVISION DETAILS			
				Distribution	TBMM	TBQM	TBCM	TBTS
				Copies	2	-	-	-

SECTION 1

SCOPE, SPECIFIC TECHNICAL REQUIREMENTS AND QUANTITIES

1.0 SCOPE

This technical specification covers the requirements of design, manufacture, testing at works, packing and dispatch of Spares for Circuit Breaker as listed under this specification.

This section covers the specific technical requirements of Circuit Breaker. This constitutes minimum technical parameters for the above item as specified by the customer (TSGENCO).

The offered equipment shall also comply with the General Technical Requirements for the project as detailed under section-3 of this specification.

The specification comprises of following sections:

Section-1: Scope, Specific Technical Requirements and Quantities.

Section-2: Equipment Specification

Section-3: General Technical Requirements

In case of any conflict between various sections, order of precedence shall be in the same order as listed above

1.1 The equipment is required for the following Project.

Name of customer: TELANGANA STATE POWER GENERATION CORPORATION LIMITED (TSGENCO).

Name of the Project: 400kV SWITCHYARD AT 5X800 MW AT YADADRI TPS

2.0 SPECIFIC TECHNICAL PARTICULARS

The Items to be supplied shall be as per TSGENCO approved Doc Ref: TB-387-316-E01(4), Rev-02, titled: Mandatory Spare list for 420kV CB as enclosed in Section-2 of this specification.

3.0 Bill of Quantity:

SI	Description	Detailed description	Unit	QTY
1	SPARES- CIRCUIT BREAKER : 420KV, COMPLETE POLE WITH COLUMN AND INTERRUPTER AND GRADING CAPACITOR (IF APPLICABLE) AND OPERATING MECHANISM BUT WITHOUT SUPPORT STRUCTURE	1 NO CONSIST OF COMPLETE POLE WITH SUPPORT AND INTERRUPTER WITHOUT CLOSING RESISTOR WITHOUT GRADING CAPACITOR INCLUDING OPERATING MECHANISM BUT EXCLUDING SUPPORT STRUCTURE. (Make: CGPISL)	NOS	3
2	SPARES- CIRCUIT BREAKER : 420KV, RUBBER GASKETS, 'O' RINGS AND SEALS	1 SET CONSIST OF ; O RING P18 = 19 QTY O RING 362MM ID X 4.5THK EPDM= 3 QTY O RING P-7= 9 QTY O RING P-12= 3 QTY O RING P-220= 6 QTY O RING P-32= 2 QTY O RING P-260= 33 QTY. SINGLE BUBBLE GASKET FOR HSG (Make: TOMINAGA/SHENMA)	SET	6
3	SPARES- CIRCUIT BREAKER : 400KV, TRIP COILS WITH RESISTOR	1 NO CONSIST OF TRIPPING COILS 220 VDC (RESISTOR NA FOR CGPISL DESIGN)-1NOS (Make- POWERINST/ECS/SUN ENGG.)	NOS	6
4	SPARES- CIRCUIT BREAKER : 400KV, CLOSING COILS WITH RESISTOR	1 NO CONSIST OF CLOSING COILS 220 VDC (RESISTOR NA FOR CGPISL DESIGN)-1NOS (Make- POWERINST/ECS/SUN ENGG.)	NOS	6
5	SPARES- CIRCUIT BREAKER : 420KV, FIXED, MOVING & ARCING CONTACTS	1 SET CONSIST OF A) STATIONARY CONTACT – 2NOS. B) STATIONARY ARC CONTACT- 2 NOS. C) MOVING CONTACT- 2 NOS. D) MOVING ARC CONTACT- 2 NOS. E) PUFFER CYLINDER- 2 NOS. (Make- CGPISL)	SET	14
6	SPARES- CIRCUIT BREAKER : 400KV, MOLECULAR FILTER	1 SET CONSIST OF ABSORBENT ZEOLUM F9 REQUIRED FOR ONE COMPLETE POLE (Make: ZEOLUM)	SET	2
7	SPARES- CIRCUIT BREAKER : 420KV, GAS DENSITY MONITOR	1 NO CONSIST OF SF6 DENSITY MONITOR-1NOS (Make: SAGINOMIYA/REGENCY)	NOS	6

8	SPARES- CIRCUIT BREAKER : 420KV, OPERATING MECHANISM WITH MOTOR (SPRING)	1 NO CONSIST OF OPERATING MECHANISM WITH MOTOR -1NOS (Make: CGPISL)	NOS	4
9	SPARES- CIRCUIT BREAKER : 400KV, AUX. SWITCH	1 SET CONSIST OF AUX. SWITCH ONE COMPLETE POLE (Make: H.K INDUSTRIES/SHIRKE/EQ)	SET	2
10	SPARES- CIRCUIT BREAKER : 420KV, AIR PRESSURE SWITCH	1 NO. CONSIST OF 1. AUXILIARY RELAY 1 NO+1 NC = 1 NOS 2. AUX. CONTACTOR 3NO + 2NC= 1 NOS 3. POLE DISCREPANCY TIMER= 1 NOS (Make: PLA SCHNIDER/C&S OMRON)	NOS	2
11	SPARES- CIRCUIT BREAKER : 420KV, SF6 GAS PRESSURE SWITCH	1 NO CONSIST OF SF6 DENSITY MONITOR-1NOS (Make: SAGINOMIYA/REGENCY)	NOS	2
12	SPARES- CIRCUIT BREAKER : 420KV, AIR PRESSURE GAUGE	1 NO. CONSIST OF A) CORONA RING- N/A FOR CGPISL DESIGN B) TERMINAL PAD- 1 NO. (Make: CGPISL)	NOS	2
13	SPARES- CIRCUIT BREAKER : 420KV, CONTACTS FOR CIRCUIT	1 NO. CONSIST OF AUX CONTACTOR 3NO+2NC =1 NOS, 220 VDC POWER CONTACTOR 3NO+1NC= 1 NOS, 220 VDC (Make: SCHENIDER/SIEMENS/EQ)	NOS	2
14	SPARES- CIRCUIT BREAKER : 420KV, MCB/MCCB FOR DC CIRCUIT	1 NO. CONSIST OF DC MCB, C60H, C CURVE , 2 POLE 16A 10KA-1 NOS (Make: SCHENIDER/SIEMENS/EQ)	NOS	2
15	SPARES- CIRCUIT BREAKER : 420KV, MCB/MCCB FOR AC CIRCUIT	1 NO. CONSIST OF MCB,XC60,B CURVE,2 POLE,16A,10KA-1NOS MCB,XC60,C CURVE,2 POLE,4A,10KA-1NOS (Make: SCHENIDER/SIEMENS/EQ)	NOS	2
16	SPARES- CIRCUIT BREAKER : 420KV, FUSES	1SET CONSIST OF MCB,XC60,C CURVE,2 POLE,4A,10KA-1NO DC MCB,C60H-DC,C CURVE,2 POLE,16A,10KA- 1NO. MCB,XC60,B CURVE,2 POLE,16A,10KA- 1NO (Make: SCHENIDER/SIEMENS/EQ)	SET	4
17	SPARES- CIRCUIT BREAKER : 420KV, AUXILIARY RELAY (EACH TYPE)	1SET CONSIST OF AUXILIARY RELAY 1NO+1NC-1NOS (Make: PLA)	SET	2

18	SPARES- CIRCUIT BREAKER : GASKET (OF EACH TYPE)	1 SET CONSIST OF SET OF GASKETS (COMPLETE REPLACEMENT FOR ONE CB) (Make: CGPISL)	SET	4
19	SPARES- CIRCUIT BREAKER : 420KV, SEALS	1 SET CONSIST OF SET OF SEALS (COMPLETE REPLACEMENT FOR ONE POLE) (Make: CGPISL)	SET	4
20	SPARES- CIRCUIT BREAKER : 420KV, ISOLATION VALVES, CONTROL VALVES & SAFETY VALVES FOR AIR/OIL SYSTEM	1 SET COMPRISING OF A) RED PUSH BUTTON- 1NO. B) SPRING CHARGING MOTOR-1 NO. (Make: TEKNIC/DSQUARE/CRAFTECH KPT)	SET	4
21	SUPPLY- CIRCUIT BREAKER : 420KV, SF6 GAS (20% EXTRA)	SF6 GAS 330KG (20% OF TOTAL QUANTITY IE. QUANTITY USED FOR 33 NOS. CIRCUIT BREAKER)	LOT	1

4.0 DEVIATIONS:

The bidder shall list all the deviation from the specification separately. Offers without specific deviation will be deemed to be totally in compliance with the specification and NO DEVIATION on any account will be entertained at a later date.

5.0 QUALITY PLAN

The bidder shall follow BHEL/TSGENCO approved Quality plan at contract stage.

Customer: TSGENCO
Project: 400kV SWYD at Yadadri S/s
Technical Specification: **420kV CIRCUIT BREAKER SPARES**

Bharat Heavy Electricals Limited
Doc. No. TB-387-**316-001(SP)**, Rev 00

SECTION-2

(TSGENCO APPROVED DOC: Mandatory Spare list for 420kV CB)

TATA CONSULTING ENGINEERS LIMITED
VENDOR DOCUMENT REVIEW STATUS

- A Drawing/Document approved as submitted. Proceed with fabrication/construction.
- B Drawing/Document approved subjected to comments noted. Proceed with fabrication/construction considering our comments.
- C Our comments are noted on this marked up print.
- D Our comments are noted in memo attached to the forwarding transmittal letter No. TCE:11005A-EL-V01-2355 Dated: 25-01-2024
- E Correct original of this drawing/document to reflect our comments and resubmit for approval.
- F Correct original of this drawing/document to reflect our comments and resubmit for records.
- G Drawings/Documents of this category are for information only and not for approval. Information furnished on the drawing/document is noted.
- H Drawing/Document reviewed against our previous comments and other revisions highlighted and identified by the vendor.
- I Drawing/Document returned without review.
- J Print not enclosed.

Approval conveyed herein neither relieves the Vendor/Contractor of his contractual obligations and his responsibilities for correctness of dimensions, materials of construction, weights, quantities, design details, assembly fits, performance requirements and conformity of the supplies with the Indian Statutory Laws as may be applicable, nor does it limit the purchaser's rights under the contract.

Reviewed by: MJ Date: 25-01-2024

PROJECT	400 kV Switchyard at 5X800MW Yadadri TPS				
CUSTOMER	Telangana State Power Generation Corp. Ltd.				
CONSULTANT	Tata Consulting Engineers Ltd. Bangalore				
CONTRACT NO	3000000014/ED/TPC/SE-III/EME-9/D65/D.NO.54/18, Dt.: 29/03/2018				
BHEL P.O. No.	06P2200061	PROJ. DOC. No.	TB-387-316-E01(4)	REV. No.	02
CONTRACTOR	BHARAT HEAVY ELECTRICALS LIMITED 				
TITLE	Mandatory Spare list for 420kV CB				

VENDOR'S STANDARD TITLE BLOCK



CG Power and Industrial Solutions Limited
 (Formerly Crompton Greaves Limited)
 SWITCHGEAR DIVISION S3, AMBAD, NASHIK.

Client : TELANGANA STATE POWER GENERATION CORPORATION LTD.
 Contractor : Bhart Heavy Electricals Limited.
 Equipment : 420 kV,63kA SF6 Circuit Breaker (Spring Operated Type)
 Ref : 400-SFM-60AA



SPARE LIST					
SR. NO	DESCRIPTION	CGPISL DESCRIPTION	UNIT	QTY	MAKE/MODEL
1	PORTABLE TYPE SF6 GAS FILLING AND EVACUATING PLANT	SET INCLUDES; PORTABLE TYPE SF6 GAS FILLING AND EVACUATING PLANT.SET =1 1. GAS VALVES = 1 2. GAS CYLINDERS = 1 3. SAFETY DEVICES = 1 4. REGULATOR = 1 5. VACUUM PUMP = 1 6. PRESSURE GAUGES/SWITCHES = 1 7. HOSE PIPES = 1 8. GAS PURITY MONITORING DEVICE = 1	SET	1	Make- DILO
2	PORTABLE SF6 VACUUM PUMP WITH PRESSURE GAUGE/ SWITCHES & HOSE PIPES	1. VACUUM PUMP = 1 2. PRESSURE GAUGES/SWITCHES = 1 3. HOSE PIPES = 1	SET	1	DILO 3-001-04-R002/R022 OR EQ.
3	SF6 LEAKAGE DETECTOR	SF6 LEAKAGE DETECTOR	NOS.	4	ROTHENBERGER
4	CIRCUIT BREAKER OPERATIONAL ANALYZER WITH DCRM AS PER SPECIFICATION	OPERATIONAL ANALYSER ALONG WITH PORTABLE DYNAMIC CONTACT RESISTANCE METER FOR SIX BREAKS	NOS.	1	HISAC ULTIMA, CREST
5	BASIC TIMER KIT WITH PRINT FACILITY	BASIC TIMER KIT WITH PRINT FACILITY	NOS.	1	SCOPE SCOT MXP OR BETTER CREST
6	CRM METER (100A)	CRM METER (100A)	NOS.	1	SCOPE CRM 100C OR BETTER CREST
7	SF6 GAS (20% OF TOTAL QUANTITY IE. QUANTITY USED FOR 33 NOS. CIRCUIT BREAKER)	SF6 GAS 330KG (20% OF TOTAL GAS QTY)	LOT	1	INOX AIR PRODUCT/STALLION/KPI
8	COMPLETE POLE WITH COLUMN AND INTERRUPTER AND GRADING CAPACITOR (IF APPLICABLE) AND OPERATING MECHANISM BUT WITHOUT SUPPORT STRUCTURE	COMPLETE POLE WITH SUPPORT AND INTERRUPTER WITHOUT CLOSING RESISTOR WITHOUT GRADING CAPACITOR INCLUDING OPERATING MECHANISM BUT EXCLUDING SUPPORT STRUCTURE.	NOS.	3	CGPISL
9	RUBBER GASKETS, 'O' RINGS AND SEALS	RUBBER GASKETS, 'O' RINGS AND SEALS (1 SET COMPRISE OF COMPLETE	SETS	6	TOMINAGA/SHENMA

Client : TELANGANA STATE POWER GENERATION CORPORATION LTD.
 Contractor : Bhart Heavy Electricals Limited.
 Equipment : 420 kV,63kA SF6 Circuit Breaker (Spring Operated Type)
 Ref : 400-SFM-60AA



	(1 SET COMPRISE OF COMPLETE REPLACEMENT FOR ONE BREAKER)	REPLACEMENT FOR ONE BREAKER) 1 SET CONSIST OF ; O RING P18 = 19 QTY O RING 362MM ID X 4.5THK EPDM= 3 QTY O RING P-7= 9 QTY O RING P-12= 3 QTY O RING P-220= 6 QTY O RING P-32= 2 QTY O RING P-260= 33 QTY. SINGLE BUBBLE GASKET FOR HSG			
10	TRIP COILS WITH RESISTOR	TRIPPING COILS 220 VDC (RESISTOR NA FOR CGPISL DESIGN)	NOS.	6	POWERINST/ECS/SUN ENGG.
11	CLOSING COILS WITH RESISTOR	CLOSING COILS 220 VDC (RESISTOR NA FOR CGPISL DESIGN)	NOS.	6	POWERINST/ECS/SUN ENGG.
12	SET OF FIXED CONTACTS, MOVING CONTACTS	1 SET CONSIST OF A) STATIONARY CONTACT - 2NOS. B) STATIONARY ARC CONTACT- 2 NOS. C) MOVING CONTACT- 2 NOS. D) MOVING ARC CONTACT- 2 NOS. E) PUFFER CYLINDER- 2 NOS.	SETS	14	CGPISL
13	MOLECULAR FILTER FOR SF6 CIRCUIT FOR 1 POLE	ABSORBENT ZEOLUM F9 REQUIRED FOR ONE COMPLETE POLE	SETS	2	ZEOLUM
14	GAS DENSITY MONITOR	SF6 DENSITY MONITOR	NOS.	6	SAGINOMIYA/REGENCY
15	OPERATING MECHANISM WITH MOTOR	OPERATING MECHANISM WITH MOTOR	NOS.	4	CGPISL
16	AUX. SWITCH (1 SET SHALL BE SUITABLE FOR ONE COMPLETE POLE)	AUX. SWITCH ONE COMPLETE POLE	SET	2	H.K INDUSTRIES/SHIRKE/EQ
17	RELAYS, CONTACTORS, TIMERS OF EACH TYPE & RATING	1 SET INCLUDES, 1. AUXILIARY RELAY 1 NO+1 NC = 1 NOS 2. AUX. CONTACTOR 3NO + 2NC= 1 NOS 3. POLE DISCREPANCY TIMER= 1 NOS	SET	2	PLA SCHNIDER/C&S OMRON
18	SF6 GAS PRESSURE SWITCH	SF6 DENSITY MONITOR	NOS.	2	SAGINOMIYA/REGENCY

Client : TELANGANA STATE POWER GENERATION CORPORATION LTD.
 Contractor : Bhart Heavy Electricals Limited.
 Equipment : 420 kV,63kA SF6 Circuit Breaker (Spring Operated Type)
 Ref : 400-SFM-60AA



19	A) CORONA RING-1 NO. B) TERMINAL PAD-1 NO.	A) CORONA RING- N/A FOR CGPISL DESIGN B) TERMINAL PAD- 1 NO.	SET	2	CGPISL
20	CONTACTS FOR CIRCUIT (SHALL BE EACH TYPE & RATING) OR CONTACTORS OF EACH TYPE & RATING	EACH TYPE & RATING AUX CONTACTOR 3NO+2NC =1 NOS, 220 VDC POWER CONTACTOR 3NO+1NC= 1 NOS, 220 VDC	SETS	2	SCHENIDER/SIEMENS/EQ.
21	MCB/MCCB FOR DC CIRCUIT (SHALL BE EACH TYPE & RATING)	EACH TYPE & RATING FOR DC MCB, C60H, C CURVE , 2 POLE 16A 10KA-1 NOS	SETS	2	SCHENIDER/SIEMENS/EQ.
22	MCB/MCCB FOR AC CIRCUIT (SHALL BE EACH TYPE & RATING)	EACH TYPE & RATING FOR MCB,XC60,B CURVE,2 POLE,16A,10KA-1NO MCB,XC60,C CURVE,2 POLE,4A,10KA-1NO	SETS	2	SCHENIDER/SIEMENS/EQ.
23	MCB OF EACH TYPE & RATING	1. MCB,XC60,C CURVE,2 POLE,4A,10KA-1NO 2. DC MCB,C60H-DC,C CURVE,2 POLE,16A,10KA-1NO. 3. MCB,XC60,B CURVE,2 POLE,16A,10KA-1NO	SETS	4	SCHENIDER/SIEMENS/EQ.
24	AUXILIARY RELAY (FOR 1 POLE)	AUXILIARY RELAY 1NO+1NC-1NOS	SETS	2	PLA
25	COMPLETE SET OF GASKETS (SHALL BE SUITABLE FOR COMPLETE REPLACEMENT OF ONE CIRCUIT BREAKER SET)	SET OF GASKETS (COMPLETE REPLACEMENT FOR ONE CB)	SETS	4	CGPISL

Client : TELANGANA STATE POWER GENERATION CORPORATION LTD.
 Contractor : Bhart Heavy Electricals Limited.
 Equipment : 420 kV,63kA SF6 Circuit Breaker (Spring Operated Type)
 Ref : 400-SFM-60AA



26	SET OF SEALS (SHALL BE SUITABLE FOR COMPLETE REPLACEMENT OF ONE CIRCUIT BREAKER POLE)	SET OF SEALS (COMPLETE REPLACEMENT FOR ONE POLE)	SETS	4	CGPISL
27	1 SET COMPRISING OF A) RED PUSH BUTTON- 1NO. B) SPRING CHARGING MOTOR-1 NO.	1 SET COMPRISING OF A) RED PUSH BUTTON- 1NO. B) SPRING CHARGING MOTOR-1 NO.	SETS	4	TEKNIC/D SQUARE/CRAFTECH KPT



Project: 5x800 MW YADADRI THERMAL POWER STATION.
Customer: TELANGANA STATE POWER GENERATION CORPORATION LTD

Section-3: Project Details & General Specifications

Rev. No. 02

SECTION - 3

PROJECT DETAILS AND GENERAL SPECIFICATIONS

GENERAL TECHNICAL REQUIREMENTS

1.0 PROJECT DETAILS

Customer	:	M/s Telangana State Power Generation Corporation Ltd.
Project Title	:	5x800MW Yadadri Thermal Power Station
Project Location	:	Veerlapalem Village, Damercherla Mandal, Nalgonda District, Telangana
Nearest Railway station	:	Vishnupuram railway station.
Nearest Road Head	:	NH-9 is at 45km North SH-2 is at 7km South
Nearest Airport	:	Hyderabad (about 120 Km) Chief Engineer (O&M), 5X800MW Yadadri Thermal Power
Postal Address	:	Station, TSGENCO, Village - Veerlapalem, Mandal- Dameracheral, Dist. – Nalgonda, Telangana

1.1 SITE CONDITIONS (FOR DESIGN PURPOSES)

1.1.1 SITE CONDITIONS

a).	Average rainfall per year	:	1124 mm
b).	Maximum hourly rainfall intensity	:	102 mm
c).	Altitude	:	1000 m

1.1.2 DESIGN AMBIENT

a).	Minimum Temperature	:	13.5°C
b).	Maximum Temperature	:	45°C
c).	Design Ambient Temperature	:	50 °C

1.1.3 RELATIVE HUMIDITY

a).	Maximum	::	85%
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1.1.4 WIND PRESSURE (AS PER IS:875-1987)

a). Design wind speed : 44 m/sec.

1.1.5 SEISMIC FACTORS

a). Horizontal Seismic Coefficient : As per latest IS : 1893

b). Vertical Seismic Coefficient : As per latest IS : 1893

} **Zone - III**

1.1.6 ELECTRICAL DATA

		400 kV System	415V AC System	240V AC System	220 V DC System	48 V DC System
1.	Nominal Voltage	400 kV	415 V	240 V	220 V	48 V
2.	Highest System Voltage	420 kV	457 V	264 V	242 V	55 V
3.	No. of phases	3	3	1	NA	NA
4.	Frequency	50 Hz	50 Hz	50 Hz	NA	NA
5.	Voltage variation	± 5%	± 10 %	± 10 %	+10 % to -15%	± 10 %
6.	Neutral Earthing	Effectively Earthed	Solidly Earthed	Solidly Earthed	-	-
7.	Fault Level	63 kA for 1 sec.	50 kA for 1 sec.	50 kA for 1 sec.	15 kA for 1 sec.	-

1.1.7 SYSTEM PARAMETERS

Dry and wet one minute power frequency withstand voltage : 630 kVrms
Dry impulse withstand voltage positive and negative : 1425 kVpeak
Minimum Total Creepage : 25 mm/kV

1.1.8 MINIMUM CLEARENCE (AS PER IS: 10118)

Phase to phase (PP) : 4200 mm
Phase to earth (PE) : 3500 mm
Section clearance : 6500 mm
Minimum ground clearance from plinth level (Plinth level : 300 mm) : 8000 mm



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Vertical ground clearance to nearest part not at earth
potential of an insulator supporting live conductor/ equipment 2440 mm

1.2 INSTRUCTION TO BIDDERS

The bidders shall submit the technical requirements, data and information as per the technical data sheets, provided in Section-4.

The bidders shall furnish catalogues, engineering data, technical information, design documents, drawings etc fully in conformity with the technical specification. It is recognised that the Manufacturer may have standardised on the use of certain components, materials, processes or procedures different than those specified herein. Alternate proposals offering similar equipment based on the manufacturer's standard practice will also be considered provided such proposals meet the specified designs, standard and performance requirements and are acceptable to the Purchaser. Unless brought out clearly, the Bidder shall be deemed to conform to this specification scrupulously.

1.3 STANDARDS

The works covered by the specification shall be designed, engineered, manufactured, built, tested and commissioned in accordance with the Acts, Rules, Laws and Regulations of India.

The equipment to be furnished under this specification shall conform to latest issue (with all amendments) of specified standards.

In addition to meeting the specific requirement called for in Sections 1 and 2 of the Technical Specification, the equipment shall also conform to the general requirement of the applicable standards, which shall form an integral part of the specification. The Bidder shall note that standards mentioned in the specification are not mutually exclusive or complete in themselves, but intended to complement each other. When the specific requirements stipulated in the specifications exceed or differ from those required by the applicable standards, the stipulation of the specification shall take precedence.

Other internationally accepted standards, which ensure equivalent or better performance than that specified in the standards referred, shall also be accepted. The bidder shall submit copies of such standards.

In case governing standard for the equipment is different from IS or IEC, the salient points of difference shall be clearly brought out in the offer along with English language version of standard or relevant extract of the same. The equipment conforming to standards other than IS/IEC shall be subject to Purchaser's / owner's approval. The bidder shall clearly indicate in his bid the specific standards in accordance with which the works will be carried out.



1.4 TYPE TESTING, INSPECTION, TESTING & INSPECTION CERTIFICATE

All equipment being supplied shall conform to type tests and shall be subject to routine and acceptance tests in accordance with requirements stipulated under respective sections. Purchaser reserves the right to witness any or all the tests. The Manufacturer shall intimate the Purchaser the detailed programme about the tests at least three (3) weeks in advance in case of domestic supplies & six (6) weeks in advance in case of foreign supplies. Purchaser reserves the option for getting any or all the type tests repeated on the equipment. The Manufacturer shall also submit type test procedure for approval of the Purchaser.

In the event of any discrepancy in the test reports i.e. any test report not acceptable due to any design/manufacturing changes (including substitution of components) or due to non-compliance with the requirement stipulated in the technical specification or any/all additional type tests not carried out without any additional cost implication to the Purchaser.

The price of conducting all tests and additional type tests is deemed to be included in Bid price. In case any bidder indicates that he shall not carry out a particular test, his offer shall be considered incomplete and shall be liable to be rejected.

The purchaser intends to repeat the type tests and additional type tests on cables for which test charges shall be payable as per provision of contract.

The Purchaser, his duly authorised representative and/or outside inspection agency acting on behalf of the Purchaser shall have at all reasonable times free access to the Contractors premises or Works and shall have the power, at all reasonable times to inspect and examine the materials and workmanship of the Works during its manufacture or erection if part of the Works is being manufactured or assembled at other premises or works, the Manufacturer shall obtain for the Engineer and for his duly authorized representative permission to inspect as if the works were manufactured or assembled on the Manufacturer's own premises or works. Inspection may be made at any stage of manufacture, dispatch or at site at the option of the Purchaser and the equipment if found unsatisfactory due to bad workmanship or quality, material is liable to be rejected.

The Manufacturer shall give the Purchaser/inspector thirty (30) days written notice of any material being ready for testing. Such tests shall be to the Manufacturer's account except for the expenses of the inspector. Unless witnessing of the tests is virtually waived, the Purchaser/ inspector will attend such tests within thirty (30) days of the date of which the equipment is notified as being ready for test/ inspection, failing which the Manufacturer may proceed with the test which shall be deemed to have been made in the Inspector's presence and the Manufacturer shall forthwith forward duly certified copies of test reports in triplicate to the Inspector.

The Purchaser or Inspector shall, within fifteen (15) days from the date of inspection as defined herein, give notice in writing to the Manufacturer, of any objection to any drawings and all or any equipment and workmanship which in his opinion is not in accordance with the Contract. The



Manufacturer shall give due consideration to such objections and shall either make the modifications that may be necessary to meet the said objections or shall confirm in writing to the Purchaser/ inspector giving reasons therein, that no modifications are necessary to comply with the Contract.

When the factory tests have been completed at the Manufacturer's works, the Purchaser/ inspector shall issue a certificate to this effect within fifteen (15) days after completion of tests but if the tests are not witnessed by the Purchaser/inspector, the certificate shall be issued within fifteen (15) days of receipt of the Manufacturer's Test certificate by the Engineer/ Inspector. Failure of the Purchaser/inspector to issue such a certificate shall not prevent the Manufacturer from proceeding with the Works. The completion of this test or the issue of the certificate shall not bind the Purchaser to accept the equipment should it, on further tests/ after erection, be found not to comply with the Contract. The equipment shall be dispatched to site only after approval of test reports and issuance of MICC by the Purchaser.

In all cases where the Contract provides for tests whether at the premises or at the works of the Manufacturer or of any Sub-Contractor, the Manufacturer except where otherwise specified shall provide free of charge such items as labour, materials, electricity, fuel, water, stores, apparatus and instruments as may be reasonably demanded by the Purchaser /Inspector or his authorised representative to carry out effectively such tests of the equipment in accordance with the Contract and shall give facilities to the Purchaser Inspector or to his authorised representative to accomplish testing.

The inspection by Purchaser and issue of Inspection Certificate thereon shall in no way limit the liabilities and responsibilities of the Manufacturer in respect of the agreed quality assurance programme forming a part of the Contract.

The Purchaser will have the right of having at his own expenses any other test(s) of reasonable nature carded out at Manufacturer's premises or at site or in any other place in addition of aforesaid type and routine tests, to satisfy that the material comply with the specification.

The Purchaser reserves the right for getting any field tests not specified in respective sections of the technical specification conducted on the completely assembled equipment at site. The testing equipment for these tests shall be provided by the Purchaser.

1.5 MATERIAL/WORKMANSHIP

1.5.1 GENERAL REQUIREMENT

Where the specification does not contain characteristics with reference to workmanship, equipment, materials and components of the covered Equipment it is understood that the same must be new, of highest grade of the best quality of their kind conforming to best engineering practice and suitable for the purposes for which they are intended.



The design of the Works shall be such that installation, future expansions, replacements and general maintenance may be undertaken with a minimum of time and expenses. Each component shall be designed to be consistent with its duty and suitable factors of safety, subject to mutual agreements and shall be used throughout the design. All joints and fastenings shall be devised, constructed and documented so that the component parts shall be accurately positioned and restrained to fulfil their required function. In general screw threads shall be standard metric threads. The use of other thread forms will only be permitted when prior approval has been obtained from purchaser.

Whenever possible, all similar part of the Works shall be made to gauge and shall also be made interchangeable with similar parts. All spare parts shall be interchangeable with, and shall be made of the same materials and workmanship as the corresponding parts of the Equipment supplied under the Specification. Where feasible, common component units shall be employed in different pieces of equipment in order to minimize spare parts stocking requirements. All equipment of the same type and rating shall be physically and electrically interchangeable.

All materials and equipment shall be installed in strict accordance with the manufacturer's recommendation(s). Only first-class work in accordance with the best modern practices will be accepted. Installation shall be construed as being the erection of equipment at its permanent location. This, unless otherwise specified, shall include unpacking, cleaning and lifting into position, grouting, levelling, aligning, coupling of or bolting down to previously installed equipment bases/foundations, performing the alignment check and final adjustment prior to initial operation, testing and commissioning in accordance with the manufacturer's tolerances /instructions and the Specification. All factory assembled rotating machinery shall be checked for alignment and adjustments made as necessary to re-establish the manufacture's limits. Suitable guards shall be provided for the protection of personal on all exposed rotating and / or moving machine parts and shall be designed for easy installation and removal for maintenance purpose. The spare equipment(s) shall be installed at designated locations and tested for healthiness.

The Contractor shall apply oil and grease of the proper specification to suit the machinery, as is necessary for the installation of the equipment. Lubricants used for installation purposes shall be drained out and the system flushed through where necessary for applying the lubricant required for operation. The Contractor shall apply all operational lubricants to the equipment installed by him.

All oil, grease and other consumables used in the Works/ Equipment shall be purchased in India unless the Contractor has any special requirement for the specific application of a type of oil or grease not available in India. If such is the case, he shall declare in the proposal where such oil or grease is available. He shall help purchaser in establishing equivalent Indian make and Indian Contractor. The same shall be applicable to other consumables too.

1.5.2 PROVISIONS FOR EXPOSURE TO HOT AND HUMID CLIMATE

Outdoor equipment supplied under the specification shall be suitable for service and storage under tropical conditions of high temperature, high humidity, heavy rainfall and environment favourable to



the growth of fungi and mildew. The indoor equipments located in non-air conditioned areas shall also be of same type.

1.6 COLOUR SCHEME AND CODES FOR PIPE SERVICE

The contractor shall propose a colour scheme for those equipment/Items for which the colour scheme has not been specified in the specification for the approval of purchaser. The decision of purchaser shall be final. The scheme shall include:

Finishing colour of Indoor equipment

Finishing colour of Outdoor equipment.

Finish colour of all cubicles.

Finishing colour of various auxiliary system equipment including piping

Finishing colour of various building items.

All steel structures, plates etc. shall be painted with non-corrosive paint on a suitable primer. It may be noted that normally all electrical equipment in switchyard are painted with shade 631 of IS-5. All The indoor cubicles shall be of same colour scheme and for other miscellaneous items, colour scheme will be approved by the purchaser.

1.7 PAINTING

- a) All sheet steel work shall be phosphated in accordance with the following procedure and in accordance with IS: 6005 "Code of practice for Phosphating Iron and Steel".
- b) Oil, grease, dirt and swerve shall be thoroughly removed from emulsion by cleaning.
- c) Rust and scale shall be removed by pickling with dilute acid followed by washing with running water, rinsing with slightly alkaline hot water and drying.
- d) After phosphating, thorough rinsing shall be carried out with clean water followed by final rinsing with dilute bichromate solution and over drying.
- e) The phosphate coating shall be sealed by the application of two coats of ready mixed, stoving type zinc chromate primer. The first coat may be "Flash dried" while the second coat shall be stoved.
- f) After application of the primer, two coats of finishing epoxy paint shall be applied, each coat followed by stoving. The panel shall have colour conforming to shade 631 of IS-5 for outside and inside of the panel with black colour for base frame.
- g) Each coat of primer and finishing paint shall be of a slightly different shade to enable inspection of the painting.



- h) Finished painted appearance of panel shall present an asthetically pleasing appearance free from dents and uneven surface.
- i) A small quantity of finishing paint shall be supplied for minor touching up required at site after the installation of the panels.

1.8 PROTECTION

- a) All coated surfaces shall be protected against abrasion, impact, discoloration and any other damages. All exposed threaded portions shall be suitably protected with either a metallic or a non-metallic protecting device. All ends of all valves, pipings and conduit equipment connections shall be properly sealed with suitable devices to protect them from damage.
- b) All equipment accessories and wiring shall have fungus protection, involving special treatment of insulation and metal against fungus, insects and corrosion.
- c) The parts which are likely to get rusted, due to exposure to weather should also be properly treated and protected in a suitable manner.
- d) Screens of corrosion resistant material shall be furnished on all ventilating louvers to prevent entry of insects.

1.9 FUNGISTATIC VARNISH

Besides the space heaters, special moisture and fungus resistant varnish shall be applied on the parts, which may be subjected or predisposed to the formation of fungi due to the presence or deposit of nutrient substances. The varnish shall not be applied to any surface of part where the treatment will interface with the operation or performance of the equipment. Such surfaces or parts shall be protected against the application to the varnish.

1.10 SURFACE FINISH

All interiors and exteriors of tanks, control cubicles and other metal parts shall be thoroughly cleaned to remove all rust, scales, corrosion, greases or other adhering foreign matter. All steel surfaces in contact with insulating oil as far as accessible shall be painted with not less than two coats of heat resistant, oil insoluble, insulating paints.

All metal surfaces exposed to atmosphere shall be given two primer coats of zinc chromate and two coats of epoxy paint with epoxy base thinner. All metal parts not accessible for painting shall be made of corrosion resisting material. All machine finished or bright surfaces shall be coated with a suitable preventive compound and suitably wrapped or other wise protected. All paints shall be carefully selected to withstand tropical heat and extremes of weather within the limit specified. The paint shall not scale off or wrinkle or be removed by abrasion due to normal handling.



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1.11 GALVANIZING

All ferrous parts including all sizes of nuts, bolts, Plain and spring washers, support channels, structures, shall be hot dip galvanised conforming to latest version of IS:2629 or any other equivalent authoritative standard. However, hardware less than M12 size shall be electro-galvanized. Minimum weight of zinc coating shall be 610 gm/sq.mm and minimum thickness of coating shall be 85 microns for all items thicker than 6mm. For items lower than 6 mm thickness, requirement of coating shall be as per relevant ASTM.

1.12 AUXILIARY POWER SUPPLY

1.12.1 A.C power supply for auxiliaries will be available at 240 V, 50 C/s 1-phase, 2 wire and 415V, 50 C/s, 3-phase, 4 wire, neutral solidly earthed with variation in frequency of +/-5% and variation in voltage +/-10%

1.12.2 D.C. power supply at 220 V, 2-wire ungrounded will be available 187 V to 242 V.

1.13 INSPECTION AND TESTING

All tests and inspection of the equipment specified shall be performed to the extent and in the manner as stipulated in the relevant standards and in this specification. All type tests/routine tests/acceptance tests as specified shall be conducted in the presence of purchaser. Wherever equipment similar to the one being offered has already been type tested within 5 years from the date of opening the bid. Type tests done in an independent government laboratory or in the presence of representative of State Electricity Board or other reputed public undertakings, the type test reports of the same shall be submitted for scrutiny /approval. If these are found suitable and technically acceptable, conducting of type tests shall be waived off. Otherwise the subcontractor will have to carry out the type tests without any extra cost and without any delivery implications.

1.14 PACKAGING

Aluminium Tube shall be partially packed with Hessians cloths. Similar items shall be grouped and tied with steel wires/strip for convenient handling during transits.

MARKINGS

The following details are to be clearly indicated in the material forwarding documents:

- a) Name and address of the consignee.
- b) Purchase order number.
- c) Name of supplier/s.
- d) Description of equipment / material.



e) Tare weight.

f) Gross weight.

All the equipments shall be suitably protected, coated, covered or boxed and crated to prevent damage or deterioration during transit, handling and storage at Site till the time of erection. On request of the purchaser, the Contractor shall also submit packing details/associated drawing for any equipment material under his scope of supply, to facilitate the purchaser to repack any equipment/material at a later date, in case the need arises, while packing all the materials, the limitation from the point of view of availability of Railway wagon sizes in India should be taken account of. The Contractor shall be responsible for any loss or damage during transportation, handling and storage due to improper packing. Any demurrage wagons and other such charges claimed by the transporters, railways etc. shall be to the account of the Contractor. Purchaser takes no responsibility of the availability of the wagons.

1.15 HANDLING, STORING AND INSTALLATION

In accordance with the specific installation instructions as shown on manufacturer's drawings or as directed by the purchaser or his representative, the Contractor shall unload, store, erect, install, wire, test and place into commercial use all the equipment included in the contract. Equipment shall be installed in a neat, workmanlike manner so that it is level, plumb, square and properly aligned and oriented. Commercial use of switchyard equipment means completion of all site tests specified and energisation at rated voltage.

Contractor may engage manufacturer's Engineers to supervise the unloading, transportation to site, storing, testing and commissioning of the various equipment being procured by them separately. Contractor shall unload, transport, store, erect, test and commission the equipment as per instructions of the manufacturer's supervisory Engineer(s) and shall extend full cooperation to them.

In case of any doubt/misunderstanding as to the correct interpretation of manufacturer's drawings or instructions, necessary clarifications shall be obtained from the purchaser.

Contractor shall be held responsible for any damage to the equipment consequent to not following manufacturer's drawings/instructions correctly.

Where assemblies are supplied in more than one section, contractor shall make all necessary mechanical and electrical connections between sections including the connection between buses. Contractor shall also do necessary adjustments/alignments necessary for proper operation of circuit breakers, isolators and their operating mechanisms. All components shall be protected against damage during unloading, transportation, storage, installation, testing and commissioning. Any equipment damaged due to negligence or carelessness or otherwise shall be replaced by the contractor at his own expenses.

Contractor shall be responsible for examining all the shipment immediately of any damage, shortage, discrepancy etc. for the purpose of Purchaser's information only. The Contractor shall submit to the



purchaser every week a report detailing all the receipts during the weeks. However, the Contractor shall be solely responsible for any shortages or damages in transit, handling and/or in storage and erection of the equipment at Site. Any demurrage, pilferage and other such charges claimed by the transporters, railways etc. shall be to the Contractor' account.

The Contractor shall be fully responsible, for the equipment/material until the same is handed over to the purchaser in an operating condition after commissioning. Contractor shall be responsible for the maintenance to the equipment/material while in storage as well as after erection until taken over by Purchaser, as well as protection of the same against theft, element of such nature, corrosion, damages etc.

The Contractor shall be responsible for making suitable indoor storage facilities, to store all equipments which require indoor storage.

The words erection and installation used in the specification are synonymous. Exposed live parts shall be placed high enough above ground to meet the requirements of electrical and other statutory safety codes.

The minimum phase to earth, phase to phase and section clearance along-with other technical parameters for the various switchyard voltage levels to be maintained shall be strictly as per the approved drawings.

The design and workmanship shall be in accordance with the best engineering practices to ensure satisfactory performance throughout the service life. If at any stage during the execution of the Contract, it is observed that the erected equipment(s) do not meet the above minimum clearances, the Contractor shall immediately proceed to correct the discrepancy at his risks and costs.

1.16 TOOLS AND TACKLES

The Contractor shall supply with the equipment one complete set of all special tools and tackles for the erection, assembly, dis-assembly and maintenance of the equipment. However, these tools and tackles shall be separately, packed and brought on to Site.

1.14 EQUIPMENT BASES

A cast iron or welded steel base-plate shall be provided for all rotating equipment, which is to be installed on a concrete base unless otherwise agreed to by the Purchaser. Each base-plate shall support the unit and its drive assembly, shall be of a neat design with pads for anchoring the units shall have a raised lip all around, and shall have threaded drain connections.

1.15 QUALITY

BHEL quality plan to be followed subject to TBEM / customer's approval.



1.16 DOCUMENTATION

1.16.1 DRAWINGS

All drawings shall be prepared in AutoCAD and ultimate documentation would include drawings/documents on CDs. All dimensions and data shall be in SI metric units.

All items of the equipment should be clearly identified by proper part nos. in the contract drawings. Such parts, which are to be dispatched to site from works in dispatchable units and are reassembled at site, should be marked by proper identification marks at works and indicated in the drawings and quantified. The shipping list should be sent along with the general arrangement drawings for engineer's approval. All the items of the shipping list should be identified in the drawing.

The drawing submitted by the supplier shall be reviewed by the purchaser as far as practicable within two weeks of receipt of drawings and shall be modified by the sub-contractor if any modifications and/or corrections are required by the purchaser. The sub-contractor shall incorporate such modifications and / or corrections and submit the final drawings for approval. Any delay arising out of failure of the subcontractor to rectify the drawings shall not alter the contract completion date.

Further work by the subcontractor shall be in strict accordance with these drawings and no deviation shall be allowed without the written approval of the purchaser.

All manufacturing and fabrication work in connection with the equipment prior to the approval of the drawings shall be at supplier's risk.

Approval of drawing or work by the purchaser/consultant shall not relieve the subcontractor of any of his responsibilities and liabilities under the contract.

In case of any modifications that may be necessary during erection or commissioning of the equipment, the subcontractor shall carry out modifications in the original drawing & submit 'As Built drawings' and required no. of prints thereof.

1.16.2 INSTRUCTION MANUALS

The supplier shall submit to the purchaser, draft instruction manuals for approval within 30 days of placement of order. The final instruction manuals complete in all respects shall be submitted 60 days before the first shipment of the equipment. The instruction manuals shall contain full details and drawings of all the equipment furnished, the erection procedures, testing, operation & maintenance procedures of the equipment.

If after the commissioning and initial operation of the plant, the instruction manuals require any modification/ addition / changes, the same shall be incorporated and the up- dated final instruction manuals shall be submitted as required.



1.16.3 **TITLE BLOCK & DRAWING/ DOCUMENT NUMBERING SCHEME**

Title block for drawing / document should be followed as per ANNEXURE-3

1.16.4 **DOCUMENTATION SCHEDULE AT CONTRACT STAGE**

A.	<u>For approval</u>	<u>No of Copies</u>
	Copies of all drawings with project details, dimension, shipping weights, No. of cases & dimensions, fixing details, tolerance etc.	10
	Copies of type test reports.	5
	Copies of works quality plan & field quality plan.	5
	Copies of installation, operation & maintenance manual.	5
	Copies of drawings on floppies/CDs	1 set
B.	<u>After approval and for information / distribution</u>	
	Copies of all drawings	15
	Copies of installation, operation & maintenance manual including Routine test reports	15
	Sets of RTF of drawings	2
	CDs of Drgs and O & M Manuals	4
C.	<u>As Built Drawings</u>	
	Hard copies of Drawings	15
	CDs	4

NOTE:

1. Any revision of drawings / documents shall be submitted in the same no. of copies submitted first time for approval
2. Final drawings / documents shall be submitted in bound volume with customer and project details etc. written on the top.

PROJECT	TSGENCO YADADRI TPS
ITEM	Supply of 420kV Circuit Breakers (Spares)
Enquiry No.	

ANNEXURE-II

ACTIVITY SCHEDULE

SN	ACTIVITY	ACTIVITY TIME [in weeks]	REMARKS
1.	Input receipt from BHEL	1	BHEL SCOPE
2.	Submission of Documents necessary for getting manufacturing clearance like Drawings, Data sheet MQP etc.	2	SUPPLIER SCOPE
3.	Manufacturing Clearance	1	BHEL SCOPE
4.	Manufacturing time and raising of Inspection Call	4	SUPPLIER SCOPE
5.	BHEL/Customer Inspection & Dispatch Clearance	2	BHEL SCOPE
6.	Dispatch	2	SUPPLIER SCOPE
Activity Time for supply:		12 Weeks	

1. Inspection call to be raised by vendor 1 week in advance.
2. Supplier must ensure the completeness and correctness of the requisite documents before submission for approval. Delay in approval on account of incomplete / inadequate information shall be the responsibility of supplier.
3. Inspection call should be given in the prescribed format only. Inspection calls not in the prescribed format shall not be entertained.
4. Vendor to ensure resubmission of drawings / documents within 1 Week from the date of comment given by BHEL

Signature of the authorized representative of

Place :

Date :

Bidder's Name :

Designation :

Company Seal :

9	SPARES- CIRCUIT BREAKER : 400KV, AUX. SWITCH	Yadadri Supply-9	2	SET	1 SET CONSIST OF A) AUX. SWITCH FOR ONE COMPLETE POLE INCLUDING INTERRUPTOR, ETC. (MAKE: H.K INDUSTRIES/SHIRKE/EQ)	Quoted								
10	SPARES- CIRCUIT BREAKER : 420KV, AIR PRESSURE SWITCH	Yadadri Supply-10			Individual item description & quantity mentioned at sl. no. 10.1 to 10.3. MAKE: BLS/SHIRKE/CGPISL	-	-	-	-	-	-	-	-	-
10.1	AUXILIARY RELAY 1 NO+1 NC	Yadadri Supply-10.1	2	NO		Quoted								
10.2	AUX. CONTACTOR 3NO + 2NC	Yadadri Supply-10.2	2	NO		Quoted								
10.3	POLE DISCREPANCY TIMER	Yadadri Supply-10.3	2	NO		Quoted								
11	SPARES- CIRCUIT BREAKER : 420KV, SF6 GAS PRESSURE SWITCH	Yadadri Supply-11	2	NO	1 NO CONSIST OF A) SF6 DENSITY MONITOR-1NOS (MAKE: SAGINOMIYA/REGENCY)	Quoted								
12	SPARES- CIRCUIT BREAKER : 420KV, AIR PRESSURE GAUGE	Yadadri Supply-12			Individual item description & quantity mentioned at sl. No. 12.1 to 12.2 Make: CGPISL	-	-	-	-	-	-	-	-	-
12.1	CORONA RING- N/A FOR CGPISL DESIGN	Yadadri Supply-12.1	0	NO		Quoted								
12.2	TERMINAL PAD	Yadadri Supply-12.2	2	NO		Quoted								
13	SPARES- CIRCUIT BREAKER : 420KV, CONTACTS FOR CIRCUIT	Yadadri Supply-13			Individual item description & quantity mentioned at sl. No. 13.1 to 13.2 MAKE: SCHENIDER/SIEMENS/EQ	-	-	-	-	-	-	-	-	-
13.1	AUX CONTACTOR 3NO+2NC =1 NOS, 220 VDC,	Yadadri Supply-13.1	2	NO		Quoted								
13.2	POWER CONTACTOR 3NO+1NC= 1 NOS, 220 VDC	Yadadri Supply-13.2	2	NO		Quoted								
14	SPARES- CIRCUIT BREAKER : 420KV, MCB/MCCB FOR DC CIRCUIT	Yadadri Supply-14	2	NO	DC MCB, C60H, C CURVE , 2 POLE 16A 10KA-1 NOS (MAKE: SCHENIDER/SIEMENS/EQ)	Quoted								
15	SPARES- CIRCUIT BREAKER : 420KV, MCB/MCCB FOR AC CIRCUIT	Yadadri Supply-15			Individual item description & quantity mentioned at sl. No. 15.1 to 15.2 MAKE: SCHENIDER/SIEMENS/EQ	-	-	-	-	-	-	-	-	-
15.1	MCB,XC60,B CURVE,2 POLE,16A,10KA	Yadadri Supply-15.1	2	NO		Quoted								
15.2	MCB,XC60,C CURVE,2 POLE,4A,10KA	Yadadri Supply-15.2	2	NO		Quoted								
16	SPARES- CIRCUIT BREAKER : 420KV, FUSES	Yadadri Supply-16			Individual item description & quantity mentioned at sl. No. 16.1 to 16.3 MAKE: SCHENIDER/SIEMENS/EQ	-	-	-	-	-	-	-	-	-
16.1	MCB,XC60,C CURVE,2 POLE,4A,10KA	Yadadri Supply-16.1	4	NO		Quoted								
16.2	DC MCB,C60H-DC,C CURVE,2 POLE,16A,10KA	Yadadri Supply-16.2	4	NO		Quoted								
16.3	C) MCB,XC60,B CURVE,2 POLE,16A,10KA	Yadadri Supply-16.3	4	NO		Quoted								
17	SPARES- CIRCUIT BREAKER : 420KV, AUXILIARY RELAY (EACH TYPE)	Yadadri Supply-17	2	SET	1SET CONSIST OF A) AUXILIARY RELAY 1NO+1NC-1NOS (MAKE: PLA)	Quoted								
18	SPARES- CIRCUIT BREAKER : GASKET (OF EACH TYPE)	Yadadri Supply-18	4	SET	1 SET CONSIST OF A) SET OF GASKETS (COMPLETE REPLACEMENT FOR ONE CB- ALL 3 -POLES INCLUDING INTERRUPTOR, ETC.) (MAKE: CGPISL)	Quoted								
19	SPARES- CIRCUIT BREAKER : 420KV, SEALS	Yadadri Supply-19	4	SET	1 SET CONSIST OF A) SET OF SEALS (COMPLETE REPLACEMENT FOR ONE POLE INCLUDING INTERRUPTOR, ETC.) (MAKE: CGPISL)	Quoted								
20	SPARES- CIRCUIT BREAKER : 420KV, ISOLATION VALVES, CONTROL VALVES & SAFETY VALVES FOR AIR/OIL SYSTEM	Yadadri Supply-20			Individual item description & quantity mentioned at sl. No. 20.1 to 20.2 MAKE: TEKNIC/DSQUARE/CRAFTECH KPT	-	-	-	-	-	-	-	-	-
20.1	RED PUSH BUTTON	Yadadri Supply-20.1	4	NO		Quoted								
20.2	SPRING CHARGING MOTOR	Yadadri Supply-20.2	4	NO		Quoted								
21	SUPPLY- CIRCUIT BREAKER:420KV, SF6 GAS (20% EXTRA)	Yadadri Supply-21	1	LOT	SF6 GAS 330KG (20% OF TOTAL QUANTITY USED FOR 33 NOS. BREAKER)	Quoted								
Total in Figures													Quoted	Quoted

Seal & Signature of the Bidder

PROJECT	TSGENCO YADADRI TPS
ITEM	Supply of 420kV Circuit Breakers (Spares)
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ANNEXURE-IV

CONTACT DETAILS OF BIDDER

Work Address	
Correspondence Address	
PAN NO.	
GST No.	
Details of contact person for clarification regarding bid:	
Contact Person Name	
Designation	
email ID	
Mobile No.	
Landline No.	

Signature of the authorized representative of

Place :
Date :

Bidder's Name :
Designation :
Company Seal :

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ANNEXURE-V

Item/ Package Name	
GeM Bid No.	
Project	
Percentage of Local Content%

Format of Self-certification regarding Local Content in line with PPP-MII order, 2017 and its revision Dtd. 04.06.2020.

Date:

I S/o, D/o, W/o, Resident of hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the Public Procurement (Preference to Make in India) Order, 2017 (*hereinafter PPP-MII order*) of Government of India issued vide Notification No. P-45021/2/2017-BE-II Dtd. 15.06.2017, its revision Dtd. 04.06.2020 and any subsequent modifications/ amendments, if any.

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring entity/ BHEL or any other Government authority for the purpose of assessing the local content of goods/ services/ works supplied by me for
(Enter the name of the Equipment/ Item for Project).

That the local content for all inputs which constitute the said goods/ services/ works has been verified by me and I am responsible for the correctness of the claims made therein.

That the goods/ services/ works supplied by me for **(Enter the name of the Equipment/Item for Project)** contains% **(mention the Local content in %age)** Local Content.

That the value addition for the purpose of meeting the 'Minimum Local Content 'has been made by me at **(Enter the details of the location(s) at which value addition is made).**

That in the event of the local content of the goods/ services/ works mentioned herein is found to be incorrect and not meeting the prescribed supplier class categorization criteria as per said order, based on the assessment of procuring agency(s)/ BHEL/ Government Authorities for the purpose of assessing the local content, action shall be taken against me in line with the PPP-MII order and provisions of the Integrity pact/ Bidding Documents.

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authority:

- i. Name and details of the Local Supplier
(Registered Office, Manufacturing unit location, nature of legal entity)
- ii. Date on which this certificate is issued
- iii. Goods/ services/ works for which the certificate is produced
- iv. Procuring entity to whom the certificate is furnished
- v. Percentage of local content claimed and whether it meets the Minimum Local Content prescribed
- vi. Name and contact details of the unit of the Local Supplier(s)
- vii. Sale Price of the product
- viii. Ex-Factory Price of the product

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- ix. Freight, insurance and handling
- x. Total Bill of Material
- xi. List and total cost value of input used to manufacture the Goods/ to provide services/ in construction of works
- xii. List and total cost of input which are domestically sourced. Value addition certificates from suppliers, if the input is not in-house to be attached
- xiii. List and cost of inputs which are imported, directly or indirectly

For and on behalf of **(Name of firm/ entity)**

Authorized signatory (To be duly authorized by the Board of Directors)
(Insert Name, Designation and Contact No.)

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ANNEXURE-VI

SCHEDULE OF COMMERCIAL DEVIATION

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

Sl. No.	Clause No. of Terms and Conditions	Statement of Deviation
	Nil Deviation	Nil Deviation

In case, this schedule is not submitted, it will be presumed that the equipment/ material to be supplied under this contract is deemed to be in compliance with the 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 schedule.
2. Deviation mentioned in this schedule shall only be considered.

This Format is to be submitted in original duly signed by bidder. Reproduction of the same in any sort is not acceptable.

Signature of the authorized representative of

Place :
Date :

Bidder's Name :
Designation :
Company Seal :

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ANNEXURE-VII

SCHEDULE OF TECHNICAL DEVIATION

The following are the deviations/ variations exception from the Technical Specifications:

Sl. No.	Clause No. of Technical Specifications	Statement of Deviation
	Nil Deviation	Nil Deviation

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

If there is **Nil Deviation**, even then the format to be filled as **Nil Deviation**.

Note:

- Continuation sheets of like size and format may be used as per the Bidder's Requirement and shall be annexed to this schedule.
- Deviation mentioned in this schedule shall only be considered.

This Format is to be submitted in original duly signed by bidder. Reproduction of the same in any sort is not acceptable.

Signature of the authorized representative of

Place :
Date :

Bidder's Name :
Designation :
Company Seal :

PROJECT	TSGENCO YADADRI TPS
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ANNEXURE-VIII

DELETED

PROJECT	TSGENCO YADADRI TPS
ITEM	Supply of 420kV Circuit Breakers (Spares)
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ANNEXURE-IX

CHECKLIST FOR SUPPLY BILLS

Name of Project							
Package Description							
Invoice No. & Date							
PO No. & Date							
Sl. No.	Documents Required	Copies	Check Points	Page No.	Vendor Remarks	Verification by MM	Verification by Finance
					(Y/ N/ NA)	(Y/ N/ NA)	(Y/ N/ NA)
1	Original for Buyer Invoice - GST compliant invoice	1 Original + 2 Copy	1. Please ensure GST complaint invoice in original				
			2. Consignee address: BHEL C/o followed by site address				
			3. Item description and unit of quantity are matched with PO				
			4. Buyer address and GSTN No. as required (TBG Noida or Nodal agency)				
			5. PO No. and Date, LR No. and Date, Vehicle No. and Project Name are mentioned				
			6. Invoiced quantity are not more than the PO quantity and MICC quantity				
			7. Ex-works unit rate, Taxes and F&I rates are same as per PO				
			8. Signed and stamped by vendor				
2	Received LR (signed & stamped)/ confirmation from site regarding receipt of packages/ boxes	1 Original + 2 Copy	2. Consignee address: BHEL C/o followed by site address				
			2. In case of material purchased from sub vendor, Consignee address Vendor's name C/o BHEL C/o site address				
			3. Vendor's Invoice No. and Vehicle No. are mentioned				
			4. No. of boxes/ No. of packages are same as per Packing List				
			5. In case of and adverse remark on LR (Like shortages/ damages/ broken, etc.), clarification from site/ MM/ Commercial is needed				
			6. LR is readable				
			7. In case of photocopy, LR is verified by MM				
			8. LR Date is after the Date of MICC/ (MDCC if issued) or same Date				
3	Packing list - showing number of packages, and gross weight/ net weight (if applicable)	1 Original + 2 Copy	1. PO No. and Date, LR No. and Date, Invoice No. and Date, Site Name and Address, Consignor and Consignee Address are mentioned				

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			2. Item description and quantity are matched with Invoice and PO				
			3. Signed and stamped by vendor				
			4. No. of packages/ Item descriptions are matched with MRC and LR				
4	MICC from BHEL	1 Original + 2 Copy	1. BHEL MICC has been issued prior to the Date of dispatch or on same Date				
			2. In case where MICC Date is after the Date of dispatch then MDCC Date is same or prior to the Date of dispatch				
			3. Project Name, PO, PO Date, Vendor's Name and Address is correct				
			4. Item description, Quantity and unit of quantity are same as per PO and Invoice				
			5. All hold point in MICC, if any, have been resolved before submission of bill				
			6. Signed and stamped by BHEL Executive				
			7. MICC and MDCC quantity are not less than Invoice quantity and cover all invoiced items				
5	Guarantee Certificate	1 Original + 2 Copy	1. Project Name, PO No., Invoice No., LR No. and Date are mentioned				
			2. Guarantee Certificate is strictly matched with PO T&C				
			3. Signed and stamped by vendor				
6	Bank Guarantee	1 Copy	1. Ensure submission of BG directly from Bank before supply of material so that BG confirmation may be arranged before processing the bill				
			2. Bill can be processed only after receipt of BG confirmation directly from bank				
			3. It should be in the name of BHEL, TBG Noida with registered office address Siri Fort, New Delhi				
			4. It should be in prescribed format				
			5. BG value and validity plus claim period should be minimum as specified in PO/ RC. Please check before supply. If BG extension is required please arrange the same				
			6. Vendor's name address should be same as per PO				
			7. PO No./ RC No. and Date should be correct				

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7	Insurance Certificate	1 Original + 2 Copy	1. Invoice No. and Date, Vendor's Name, Place from Consignor to Consignee are mentioned				
			2. It has not been issued later than the LR Date				
			3. Insured value is not less than the Invoice value				
			4. Signed and stamped by Insurance Company				
			5. In case of Open Insurance Policy, declaration has been submitted to Insurance Company as per declaration clause of Open policy and copy of open policy is also enclosed				
			6. In case of any discrepancy, consent of Commercial is required for processing the bill and amount will be deducted for invalid Insurance certificate				
8	PVC (if applicable) Invoice is submitted along with the Dispatch Invoice	1 Original + 2 Copy	PVC (If applicable) Invoice is submitted along with the Dispatch Invoice				
			1. PVC Invoice is attached along with Supply Invoice				
			2. Calculation sheet and applicable PVC indices are also enclosed				
			3. If delay in delivery, then PVC indices are as per PO conditions				
9	Material Receipt Certificate		1. LR No. and Date, Invoice No. and Date, Vehicle No. and Date, Site Name an address are mentioned				
			2. Date of receipt of material				
			3. Item description and quantity are same as per Invoice/ Packing List				
			4. It is signed and stamped by Site Executive				
			5. In case of any shortages/ damages/ adverse remark, clarification is needed				
10	Other Documents		To be seen as per specific requirement of PO				
To be filled by BHEL-MM only							
11	Date of Submission of Last Billing Document		Date to be mentioned		Not to be filled by Vendor		
12	LD Calculation, if applicable, as per PO		Calculation Sheet of LD due to delay in delivery is attached				
13	Received LR (signed & stamped)/ confirmation from site regarding receipt of packages/ Boxes	1 Copy	Damages, if any mentioned in the Received LR have been accounted for. Withheld amount, if any _____				

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14	Packing List - showing number of packages and gross weight & net weight (if applicable)	1 Original	If Packing List does not match with Purchase order (with reference to Sl. No. 4 above), Engineering/ MM acceptance as to the completeness is enclosed				
15	PO copy	1 Copy	PO copy with original seal and signature is attached along with amendment, if any				
16	DAN	1 Copy	Relevant DANs are attached duly signed by MM representative				
*Note:	Every field to be ticked. If some document is not applicable, same should be mentioned. All Pages to be numbered upward from the bottom page						
	Invoice Control No.				Vendor Signature	MM Signature	Finance Signature
					Date:	Date:	Date:

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ANNEXURE-X

CLAUSE REGARDING RESTRICTIONS UNDER RULE 144 (XI) OF THE GENERAL FINANCIAL RULES (GFRS), 2017 AS PER GOVERNMENT OF INDIA ORDER OM NO.6/18/2019-PPD DTD. 23.07.2020

- 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;

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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/>).

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ANNEXURE-XI

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

Sl. 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>	Agreed

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

Signature of the authorized representative of

Place :

Date :

Bidder's Name :

Designation :

Company Seal :

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ANNEXURE-XII

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

Sl. 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 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.</i>	Agreed

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

Signature of the authorized representative of

Place :

Date :

Bidder's Name :

Designation :

Company Seal :

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ANNEXURE-XIII

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

Dated 02/07/2020

ORDER

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

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

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

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

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



(Goutam Ghosh)

Director Tel: 011-23716674 To:

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

सेवा भवन, आर. के. पुरम-1, नई दिल्ली-110066 टेली: 011-26732257 ईमेल: ce-mdcea@nic.in वेबसाइट:
www.cea.nic.in

Sewa Bhawan, R.K Puram-I, New Delhi - 110066 Tele: 011-26732257 Email: ce-mdcea@nic.in Website: www.cea.nic.in

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ANNEXURE-XIV

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

GEM BID NO.	
PROJECT	
ITEM	

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 Dtd. 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.

Signature of the authorized representative of

Place :
Date :

Bidder's Name :
Designation :
Company Seal :