SPECIAL TERMS & CONDITIONS

SUPPLY & SERVICES OF 765kV GIS AND ASSOCIATED EQUIPMENTS FOR POWERGRID's Sub-Station Package SS 178T

BHEL NIT
Terms and conditions

Project: Pre-bid tie-up with GIS OEM for addressing tenders invited by M/s POWERGRID for 765kV GIS New Sub-station Package - SS 178T(Including AIS Extension) for: (a) Establishment of 765kV GIS at 765/400 kV Sub-station near PANIPAT and (b) Extension of 765 kV Pallu(AIS) Sub-Station associated with "Transmission scheme for evacuation of power as part of Rajasthan REZ Ph-IV (Part-6: 6GW) (Bikaner Complex) (Bikaner V: 6GW) – Part B" through TBCB route prior to Rfp bid submission by POWERGRID to BPC.

Tender due date: 21-10-2026 at 11:00 Hrs

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Background of the tender:

Bharat Heavy Electricals Limited (BHEL) (A Government of India Enterprise) incorporated under the Companies Act, 1956, having its Registered office at BHEL House, Siri Fort, New Delhi intends to participate in the tender invited by M/s POWERGRID for 765kV GIS Substation Package SS178T at Panipat and Mohali.

For addressing the above tender, BHEL wish to have a tender specific pre-bid tie-up with the 765kV GIS Manufacturer who meet the Qualification requirement as outlined in this tender document (Technical specification).

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

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

A legally enforceable undertaking (JDU) (jointly with the GIS Manufacturer) to guarantee quality, timely supply, performance and warranty obligations as specified for the equipment(s) is to be submitted.

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

However, BHEL reserves the right to cancel/withdraw this process even after signing of MOU and shall bear no liability whatsoever consequent upon such a decision in exceptional circumstances like-
a) Major change in scope from Customer end wrt scope defined in NIT.
b) End customer cancels the tender.
c) Order is not awarded to BHEL by end customer.
d) End Customer puts the tender on HOLD.
e) In-ordinate delay in finalization of tender by end customer and BHEL decide to not to extend the bid validity to end customer.
f) Major change in Govt policy/ Statutory variation etc.
g) Any other condition of above nature.

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1. In case any discrepancy between the requirements mentioned under special terms & conditions and general terms & conditions, special terms and conditions shall prevail.

2. For any technical clarification, kindly contact **Sh. Amit Srivastava, Sr. Manager (TBEM)**
   BHEL, Transmission Business Group
   5Th Floor, Plot No: 25, Sector-16A, Noida-201301, UP, India
   Phone: +91 (0) 0120- 2218924
   E-mail: amits@bhel.in

3. For any commercial clarification, kindly contact **Sh. Gaurav Agarwal, Dy. GM (TBMM);**
   BHEL, Transmission Business Group
   5Th Floor, Plot No: 25, Sector-16A, Noida-201301, UP, India
   Phone: +91 (0) 0120- 2218840
   E-mail: gaurav.agarwal@bhel.in

4. **Bidder to submit offer directly to NIC portal (https://eprocurebhel.co.in/nicgep/app) or to TENDER BOX email on tbmmtenderbox@bhel.in** for part-1 bid (i.e. techno-commercial bid) & **tbmmtender.pricebidbox@bhel.in** for Part-2 (i.e. PRICE BID). Bidder may also visit https://www.bhel.com. No other mode for submission of tender is acceptable. In case of bid submission over Tender Box, bidders shall submit their Part-II bid duly password protected and they have to provide the password to Tender opening Committee during Part-II bid opening. In case of violation by bidder, their offer will be liable for non-consideration/rejection. Part-I Bid submission end time and Bid opening time on the opening date shall be 11:00 Hrs and 16:00 Hrs respectively.

5. **PROPOSED DELIVERY PLAN**: ***Supply of GIS within 21 Months from the date of placement of Purchase Order (PO)/ Letter of Intent (LOI) and subsequent supervision during ETC within 09 months***. Vendor to examine their best possible delivery plan & mention in **ACTIVITY SCHEDULE.** The same shall be submitted along with commercial offer duly signed and stamped by authorized person. In case, BHEL's delivery requirement is not met by vendor(s), then a chance may be given to all such vendors to review their quoted delivery schedule in line with BHEL's delivery requirement.

6. **PRICE ADJUSTMENT/PRICE BASIS**: Firm. PV is not applicable.

7. **Permissible Technical & Commercial Deviations:** No permissible technical & commercial deviation has been envisaged. Bidder to strictly follow the same, else offer is liable for rejection. Formats for compliance are enclosed.

8. **Type of tender:** This tender is an open tender but not a global tender and only **CLASS-I** suppliers as defined under the DPIIT order no. P-45021/2/2017-PP (BE-II) dated 04.06.2020 **are eligible to bid in this tender**. **Bids received from CLASS-II & Non-Local supplier shall be rejected**.

9. **Compliance of General Financial Rules (GFRs):** Please refer clause mentioned at **Annexure-1** and Certification at **Annexure-2 / Annexure-3** (whichever is applicable) regarding restrictions under Rule 144 (xi) of General Financial Rules (GFRs), 2017. Bidder to comply with the clause and submit the certification. Non-compliance/ Non-submission of certification will lead to rejection of Offer.

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10. **Mandatory tender documents:** Bidder shall submit the following documents along with commercial offer. Bidder to strictly follow the same else offer is liable for rejection.

    - **Compliance of General Financial Rules (GFRs): Annexure-2 or 3** (whichever is applicable).
    - **Local content certificate#: The Class-I local supplier at the time of tender, shall be required to indicate percentage of local content and provide self certification (as per enclosed format A1**) that the item offered meets the local content requirement for 'Class-I local supplier'. Supplier shall also give details of the location(s) at which the local value addition is made.
    - **MoP (Ministry of Power) compliance:** Bidder to comply the MOP circular dated 02-07-2020 and its subsequent amendment, if any, in prescribed format (**Annexure-B**). Non-compliance/ Non-submission will lead to rejection of Offer.
    - **Integrity pact:** Format is enclosed as **Annexure-C.**

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

11. **Quantity Variation (Clause No. 39 of GTC)**: BHEL shall have the right for variation in quantities of items up to any extent before/at the time of placement of order and within **± 20%** of the total Purchase Order / Contract value on overall basis during Contract execution stage for all amendments together within TWO years from the date of original Purchase Order or till completion of supplies, whichever is earlier. The quantities of individual items may vary up to any extent or may get deleted unless otherwise specified in the technical specifications. No compensation is payable due to variation in the quantities and the Supplier / Contractor shall be bound to accept the same at the contracted prices / rates. PO amendment due to optional items (unit reference items for addition/deletion), if required, shall be in addition to the above variation clause.

12. **PRE-QUALIFYING REQUIREMENT**: Bidder must comply the following, else the offer is liable for rejection.
    - Technical PQR (**Annexure-G)**, as attached with technical specification. **Documents required for PQR shall be submitted along with the offer.**
    - Financial PQR as under;

    Bidder should have a minimum average audited annual turnover / Sales Value of INR 138 Crs for the three financial years viz. 2022-23, 2023-24 & 2024-25 or 2023-24, 2024-25 & 2025-26 and shall submit Audited Profit & Loss Account and Balance Sheet as proof of Average Annual Turnover. The Financial statements must be signed by the owner and the auditor. Auditors seal, Name, Membership No., Firm Registration No. & firm name (if applicable), UDIN and the capacity in which he is signing (Proprietor/Partner), must be mentioned on the Profit & Loss A/c and Balance Sheet.

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

Note:

(1). Bidder must submit all supporting documents along with their offer. No deviation against this enquiry is acceptable, else offer shall be rejected.

(2). All documents (including third party documents/supporting documents) in language other than English, certified translated copy in English language should also be furnished.

(3). Offers will be scrutinized based on the qualifying requirements and only those who are technically and financially capable to execute the job and who fulfil the prequalifying requirements (PQR) are eligible to quote against above NIT.

12.1 IMPORTANT INSTRUCTION TO BIDDER – I;

a. **PRE-BID MEETING:** Pre-bid meeting will be conducted within 3-7 working days after floating of NIT.

b. **OPENING OF BIDS (PART-I & II):** Bidder are not authorized to attend the opening of Part-I & Part-II bid for this tender.

c. **PROJECT STATUS:** Domestic.

d. **REGARDING VENDOR ACCEPTANCE:**
- ***The GIS manufacturer must meet the techno-commercial Qualification requirement as stipulated in technical specification and any subsequent amendment.***
- ***The GIS manufacturer must not be Banned or Delisted or Black Listed by any Government Department / Public Sector Undertaking on due date of submission of bid. The bidder will give a written confirmation in this regard along with the bid.***

e. **PLACEMENT OF ORDER:** This is a tender specific pre-bid tie-up only. The Purchase Order(s) shall be placed on to the successful GIS Manufacturer/bidder for execution of relevant scope of work(s) contained in this Bidding Documents only if BHEL receives the order from the end customer (M/s POWERGRID).

Evaluation shall be done based on overall quantity appearing in the price schedule as per NIT. Accordingly, separate POs/LOIs shall be placed (rating wise) on the lowest evaluated bidder(s) (L1 bidder(s)) for i) GIS main equipment, ii) mandatory spares and iii) maintenance equipment, tools & tackles (as applicable). Total price consideration for this purpose shall include the prices quoted by the bidder against the scope of work as mentioned in NIT along with applicable taxes & duties, and other services etc. (if applicable). GST input credit available to BHEL shall be reduced from prices while determining L1 status.
Price breakup/ Billing Break-up (including mandatory spares), if any, required during execution of project shall be done only for the accounting purpose and must be derived that maintains a logical and consistent relationship with the original quoted prices.

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Note- In PO, Unit reference items (supply & services) shall be mentioned under Terms and conditions as "Optional Items". In case of requirement of these items for any addition/deletion, same shall be confirmed through suitable PO amendment.

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

Note: Transit Insurance policy shall be in Bidder's scope and that should also have a provision of 30 days extended cover at site/ store. **Place of store is POWERGRID Panipat project site / store.**

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

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

13. **MOU & its validity:**

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

This MOU shall be the binding on the bidder and is not to be changed thereafter and shall remain in force for 6 months from the date of signing of MOU or till the extended validity period (if any) as per mutual consent, whichever is later.

The MOU / Agreement shall be converted into definite contract agreement between BHEL & GIS manufacturers (bidders) after award of job by POWERGRID.

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

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

14. **MAF and Deed of Joint Undertaking**: Manufacturer Authorization Form (MAF) shall be submitted along with the Bid (as per format given in NIT) on GIS OEM's letterhead. Joint deed of Undertaking (JDU) is also required to be submitted by BHEL to POWERGRID at Contract

signing stage. Accordingly, Bidder (GIS OEM) to give confirmation (on their company letter head) that JDU (as per format given in NIT) will be submitted at the time of signing of Contract between POWERGRID and BHEL.

Enclosures (Annexure-I):

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

2. FORM OF DEED OF JOINT UNDERTAKING TO BE EXECUTED BY THE BIDDER/CONTRACTOR ALONGWITH INDIAN GIS MANUFACTURER WHO HAS BEEN ASSOCIATED FOR SOURCING OF GIS EQUIPMENT.

Confirmation Letter:

In case Bidder Qualifies through Route 2 & Route-3 of Qualification requirement, a confirmation letter from the Collaborator(s)/parent/principal company, stating that the Collaborator(s)/parent/principal company shall furnish performance guarantee for an amount of 10 % of the ex-works cost of such equipment(s), shall be submitted along with the bid. This performance guarantee shall be in addition to Contract Performance Guarantee to be submitted by the bidder/GIS OEM (refer BG clause of NIT).

15. **IMPORTANT INSTRUCTION TO BIDDER - II**;

a. Packing as per specification is applicable. However, bidder to ensure proper packing to avoid any damage & packing of spares should be separated.

b. BHEL /Customer or both may witness the inspection as per approved QAP.

c. The unit prices of Supply and Services for addition/ deletion (i.e. optional items) and type test charges (if applicable), as mentioned in BOQ of section-1 of technical specification shall be considered for evaluation.

d. Order shall be awarded on Ex- works basis for Indigenous bidder. F&I shall be done by vendor on behalf of BHEL.

e. Unloading of material at site is not in the scope of bidder.

f. The deputation of manpower for supervision of Erection, Testing & Commissioning shall be done within 14 days of intimation by BHEL. The vendor shall submit a check list mentioning the pre-requisite conditions required to be fulfilled by BHEL site for starting the site activities. Upon compliance of the pre-requisite conditions as per check list and intimation to the vendor, the vendor shall depute the required manpower to site within 14 (fourteen) days of intimation.

g. The bidder has to ensure that the spare parts should be available for minimum 10 years from the date of commissioning.

16. **VALIDITY OF OFFER (Clause no.14 of GTC)**: The offer shall be valid for 180 days from the date of bid opening (i.e. techno-commercial bid unless otherwise specified in the NIT). In case an extension of bid validity is required, the Bidder may, upon request, consider extending the

validity period for a mutually agreed duration, without any change to the commercial terms and conditions.

17. **DEFECT LIABILITY PERIOD (GUARANTEE SPECIFIC CLAUSE):** 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 ## months from the date of Taking over/Completion of Facilities, whichever is later.
Twelve (12) months - In case GIS OEM qualifies through Route-1.
Forty-Eight (48) months - In case GIS OEM qualifies through Route-2 or Route-3.

Note: The scheduled date of Taking Over/Completion of facilities as per tender is 33 Months from the date of NOA. However, date of actual Taking Over/Completion of facilities may be different during Contract execution stage. Hence the defect liability period will be 12/48 months (as applicable) from the actual date of Taking Over/Completion of facilities. Accordingly, the performance security to be extended by the vendor time to time till ninety (90) days beyond the actual Defect Liability Period.

The defective equipment / material / component shall be replaced free of cost at site. Freight & Insurance during transit shall also be in the scope of the supplier / contractor. Any expenditure for dismantling and re-erection of the replaced equipment / material / component shall be to supplier's / contractor's account. All replacements during the guarantee period shall be delivered at site promptly and satisfactorily within a period not more than 45 days (or any other time period informed by BHEL, without affecting the project completion schedule) from the date of reporting the defect / rejection etc.
In the event of the supplier / contractor failing to replace the defective equipment / material / component within the time period mentioned above, the same shall be considered as breach of the contract and BHEL may proceed as per provisions mentioned in this NIT without prejudice to any other rights under the contract and recover the same from PBG / other dues of this Purchase Order / Contract or any other Purchase Order / Contract executed by the supplier / contractor or through legal remedies.
If the Facilities or any part thereof cannot be used by reason of any defect and/or making good of such defect, then upon correction of the defects in the Facilities or any part thereof by replacement/repair, such replacement/repair shall have the Defect Liability Period extended by a period of Twelve (12) months from the time such replacement/repair of the facilities or any part thereof is made good.
Note- Notes as mentioned in GTC shall be applicable.

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

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

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19. **Liquidated Damages clause (Clause no. 13 of GTC):**

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

If the Vendor fails to comply with the Time for Completion mentioned in Purchase Order, then the Vendor shall pay to the BHEL a sum equivalent to 0.05% (zero point zero five percent) of the total Purchase Order value* for the whole of the scope of work as liquidated damages for such default and not as a penalty, without prejudice to the BHEL's other remedies under the Contract, for each day which shall elapse between the relevant Time for Completion and the date stated in Purchase Order subject to the limit of five percent (5%) of total Purchase Order value* for the whole of the scope of work.

The vendor agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by the BHEL for default on the part of the Vendor and said amount will be payable without proof of actual loss or damage caused by such default.

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

The vendor shall submit a check list mentioning the pre-requisite conditions required to be fulfilled by BHEL site for starting the site activities. Upon compliance of the pre-requisite conditions as per check list and intimation to the vendor, the vendor shall depute the required manpower to site within 14 (fourteen) days of intimation. After reaching at site, the vendor representative will prepare a joint Minutes of meeting with BHEL site in which it will be mentioned that BHEL has completed the pre-requisite conditions as per check list and GIS erection, testing & commissioning activities can be started from the specified date. This date will be taken a start date/ zero date for start of GIS erection testing & commissioning activities.

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

20. **PERFORMANCE SECURITY (Clause No. 07 of GTC):**

A) To ensure due performance of the contract**,** Supplier shall arrange to submit Performance Bank Guarantee (PBG) or Security Deposit (SD), hereafter referred as Performance Security to BHEL, on a non-judicial stamp paper of appropriate value within 28 days from placement of Purchase Order (PO)/ LOI, of an amount equivalent to **10% (Ten percent)** of the PO Ex-works value, with a validity of upto ninety (90) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations. The same shall be extended by the vendor time to time till ninety (90) days beyond the actual Defect Liability Period, as may be required under the Contract.

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

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Bidder agrees to submit performance security required for execution of the contract within the time period mentioned above. In case of delay in submission of performance security, enhanced performance security which would include interest (Repo rate + 4%) for the delayed period, shall be submitted by the bidder. While the base Performance Security is refundable upon successful completion of contractual obligations, the enhanced interest component will be retained/recovered by BHEL and will not be returned to the vendor. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT/Contract, from the bills along with due interest.

Modes of deposit:
Performance security may be furnished in the following forms:

• Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. Bank Guarantee shall be submitted as per BHEL format and from the list of banks as enclosed.
• Insurance Surety Bond.

Important Notes:

• The performance security should remain valid for a period of ninety (90) days beyond the date of completion of all contractual obligations of the supplier including warranty/Guarantee obligations.
• Performance security shall be refunded to the vendor without interest, after he duly performs and completes the contract in all respects but not later than ninety (90) days of completion of all such obligations including the warranty under the contract.
• BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.
• The Performance Security shall not carry any interest.
• Value of the Bank Guarantee (at the time of submission) shall remain unchanged for any subsequent variations in Purchase Order value up to ± 20%. Beyond this variation of ± 20%, the Supplier shall arrange to enhance or may reduce the value of the Bank Guarantee accordingly for the total variation promptly.
• In case delay in submission of Performance BG, enhanced Performance BG which would include interest (Repo rate + 4%) for delayed period to be submitted.

Forfeiture of performance security:

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

ADDITIONAL PERFORMANCE BG (by GIS OEM/Parent Company to POWERGRID):

B) In case GIS Manufacturer meets the QR through Route-2 or Route-3 as specified in Annexure-A (BDS), the Collaborator(s)/parent/principal company shall furnish performance guarantee for an amount of 10 % of the ex-works cost (of end Customer's Contract) of such equipment(s). This

performance guarantee shall be in addition to Contract Performance Guarantee to be submitted by the bidder/GIS OEM (as mentioned above at "A").

Note: CPBG as per A is to be submitted to BHEL and CPBGs as per B is to be submitted to POWERGRID / SPV of POWERGRID. Above CPG shall also be submitted within 28 days from placement of Purchase Order (PO)/ LOI. Validity of BG shall be upto ninety (90) days beyond the Defect Liability Period. The same shall be extended by the vendor time to time till ninety (90) days beyond the actual Defect Liability Period, as may be required under the Contract.

Enclosures (Annexure-J)-

1. **FORM OF BANK GUARANTEE FOR CONTRACT PERFORMANCE (TO BE SUBMITTED BY COLLABORATOR / PARENT/ PRINCIPAL COMPANY).** ***{applicable to Bidder/GIS OEM Qualifying through Route-2 & Route-3 of the Qualification Requirement}.***

2. **FORM OF INSURANCE SURETY BOND FOR CONTRACT PERFORMANCE (TO BE SUBMITTED BY COLLABORATOR / PARENT/ PRINCIPAL COMPANY)** ***{applicable to Bidder/GIS OEM Qualifying through Route-2 & Route-3 of the Qualification Requirement}.***

3. **FORM OF BANK GUARANTEE FOR CONTRACT PERFORMANCE (TO BE SUBMITTED BY COLLABORATOR / PARENT/ PRINCIPAL COMPANY)** ***{applicable to Bidder/GIS OEM Qualifying through Route-2 & Route-3 of the Qualification Requirement}.*** (Applicable in case award is placed by POWERGRID on behalf of SPV)

4. **FORM OF INSURANCE SURETY BOND FOR CONTRACT PERFORMANCE (TO BE SUBMITTED BY COLLABORATOR / PARENT/ PRINCIPAL COMPANY)** ***{applicable to Bidder/GIS OEM Qualifying through Route-2 & Route-3 of the Qualification Requirement}.*** (Applicable in case award is placed by POWERGRID on behalf of SPV)

21. **PRICE BID FORMAT:** Bidder to quote their best prices strictly in BHEL's prescribed format of NIT, else their offer shall be liable to be rejected. Bidder has to mention "quoted" (in each 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.

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

23. **TERMS OF PAYMENT: (i) clause no 3.1 to 3.5 - of GTC are not applicable in this NIT:-**

    (ii) Following clause shall be applicable in place of existing clause no 3.2,3.5 of GTC;

    3.2 For supply & supervision works in scope of the supplier;

    23.A.1:

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Interest Bearing Advance (Optional*):
Two and half percent (2.5%) of the Total Ex-works price component of Main Equipment/Materials (excluding Mandatory Spares) shall be paid as an interest-bearing initial advance after placement of Purchase Order within 45 days for MSE, 60 days for Medium and 90 days for non- MSME, from the date of submission of:
(a) Acknowledgement and acceptance of PO by vendor,
(b) Invoice,
(c) An unconditional & irrevocable Bank Guarantee in favour of the BHEL for 110% (one hundred ten percent) of the amount of Advance,
(d) Performance Bank Guarantee in line with STC Clause 20.

Provided further that the Invoice for advance payment along with all supporting documents is submitted by the Vendor to the BHEL within 3 months from the date of Purchase Order. In case the Vendor does not submit the requisite documents including applicable Bank Guarantee(s) within the aforesaid period, the advance shall not be payable. The Vendor shall, within 7 days from the date of receipt of Advance, furnish an Advance Receipt Voucher to the BHEL, as prescribed under the GST Law.

Note: * This payment is an optional payment. The Vendor has the option of taking the interest-bearing initial advance or otherwise.
Interest rate applicable on advance payment to the Vendor shall be shall be the repo rate (on the date of release of advance) plus 4%. The interest rate shall be valid till the advance amount is fully repaid. Recovery of advances along with the interest shall be made from the first bill to the maximum extent possible and balance amount (if any) in subsequent bill. GST, if any, applicable on interest charged on the 'Advance' shall be dealt as per the applicable GST law. Any GST liability arising on such interest shall be borne by the vendor.

Further, the Vendor shall submit the certificate of Tax Deduction at Source (TDS) on interest within 3 months from the end of the quarter in which adjustment of advance has been made for claiming refund from BHEL. No claim for refund will be entertained after end of the aforesaid period of 3 months. Further, while submitting the TDS Certificate the details of PO No, Project, Quarter etc to which the TDS certificate pertains, shall also be submitted tallying the amount with the TDS Certificate.

Bank Guarantee to be submitted against 'Advance' shall be initially valid for 12 months from the date of submission of Invoice. In case of recovery of 'Advance' is not completed before expiry of Bank Guarantee, BG shall be kept suitably extended till complete recovery of 'Advance'. The Bank Guarantee shall, however, be released within one month after complete recovery of 'Advance'.

In case, the Vendor opts not to take interest bearing advance as above, it would be mandatory for him to submit the document listed at Sl. No. (d) above within twenty-eight (28) days of issuance of PO as per clause 20 of STC.

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23.A.2.

Interest Bearing Engineering Advance (Optional):**

Further advance of Two and half percent (2.5%) of the Total Ex-works price component of Main Equipment/Materials (excluding Mandatory Spares) shall be paid as an interest-bearing interim advance within 45 days for MSE, 60 days for Medium and 90 days for non- MSME, from the date of fulfilment of following:

a) Issuance of 1st MFC by BHEL.

b) Detailed Invoice

c) Submission of an unconditional & irrevocable Bank Guarantee in favour of the BHEL for 110% (one hundred ten percent) of the amount of Interim Engineering Advance.

The Vendor shall, within 7 days from the date of receipt of Advance, furnish an Advance Receipt Voucher to the BHEL, as prescribed under the GST Law.

Note: ** This payment is an optional payment. The Vendor has the option of taking the interest-bearing Engineering advance or otherwise.

Interest rate applicable on advance payment to the Vendor shall be shall be the repo rate (on the date of release of advance) plus 4%. The interest rate shall be valid till the advance amount is fully repaid. Recovery of advances along with the interest shall be made from the first bill to the maximum extent possible and balance amount (if any) in subsequent bill. GST, if any, applicable on interest charged on the 'Advance' shall be dealt as per the applicable GST law. Any GST liability arising on such interest shall be borne by the vendor.

Further, the Vendor shall submit the certificate of Tax Deduction at Source (TDS) on interest within 3 months from the end of the quarter in which adjustment of advance has been made for claiming refund from BHEL. No claim for refund will be entertained after end of the aforesaid period of 3 months. Further, while submitting the TDS Certificate the details of PO No, Project, Quarter etc to which the TDS certificate pertains, shall also be submitted tallying the amount with the TDS Certificate.

Bank Guarantee to be submitted against 'Advance' shall be initially valid for 12 months from the date of submission of Invoice. In case of recovery of 'Advance' is not completed before expiry of Bank Guarantee, BG shall be kept suitably extended till complete recovery of 'Advance'. The Bank Guarantee shall, however, be released within one month after complete recovery of 'Advance'.

23.A.3:

65%^ of Total Ex-Works price component of Main Equipment/Materials (70% for Mandatory Spares) along with 100% GST and 100% F&I Charges payment shall be paid progressively within- 45 days for MSE, 60 Days for Medium scale Enterprises and 90 days for non-MSME, from the date of receipt of GST-compliant Invoice along with documents as per PO check-list in 1 set as follows:

- LR / GR.
- Material Receipt Certificate issued by BHEL Site Official (to be arrange by BHEL-TBG**).
- GST Compliant Tax Invoice
- Packing List (Case-wise)

- Copy of Transit Insurance Certificate from underwriters.
- Material Inspection Clearance Certificate (MICC) issued by BHEL Quality Management
- Guarantee Certificate
- Copy of Performance Bank Guarantee (PBG)
- Certificate of acceptance of Type Test Reports issued by BHEL Engineering management wherever specifically mentioned in the Purchase Order.

^ In case, the vendor opts not to take interest bearing initial advance {or has opted to take interest bearing initial advance but the advance payment has become inadmissible for the reason specified in A.1 above} and interest-bearing engineering advance then this payment shall be 70% instead of 65%. Further, in case, the Contractor opts not to take interest bearing initial advance, but takes interest bearing engineering advance, then this payment shall be 67.5% instead of 65% and in case, the Contractor opts to take interest bearing initial advance, but does not take interest bearing engineering advance, then this payment shall be 67.5%, instead of 65%.

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

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

23.B: Twenty percent (20%) of the Ex-works price of Main Equipment/ materials (excluding Mandatory Spares) shall be paid, on receipt and storage at site and on physical joint verification*** of received consignment at store/ site, within 45 days for MSE, 60 Days for Medium scale Enterprises and 90 days for non-MSME, from the date of receipt of complete invoice. However, for Mandatory Spares, balance thirty percent (30%) payment of the Ex-works price component shall be released on receipt & storage of the same at site, physical joint verification and taking over by the Customer's representative. Following documents (one set) will be required for payment-

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

Note: Payment shall be made based on joint inspection of supplied material. Therefore, Joint verification reports should mention all tax invoice nos. and no. of boxes corresponding to original packing list / invoice.

*** The joint verification of received consignment shall be done within 90 days from the date of receipt of last consignment of each lot of dispatch. The repacking of GIS boxes after Joint verification shall be done by GIS OEM to ensure safe keeping of material during storage.

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

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

1) **5% (Five percent)** on Successful completion of Supervision of Erection, Testing including HV Testing & Commissioning of individual bays. For other than GIS bay items, this payment shall be released upon respective commissioning/completion/handover.

Payment shall be made within- 45 days for MSE, 60 Days for Medium scale Enterprises and 90 days for non-MSME from date of receipt of Invoice. Following documents (one set) will be required for payment-

- Invoice.
- Copy of certificate for completion of HV Test from BHEL site (applicable for GIS bay items).
- Copy of certificate for commissioning/completion/handover from BHEL site (applicable for other than GIS bay items).

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

Payment shall be made within- 45 days for MSE, 60 Days for Medium scale Enterprises and 90 days for non-MSME from date of receipt of Invoice. Following documents (one set) will be required for payment-

- Invoice.
- Final engineering documentation certificate by BHEL Engg group
- Copy of Successful completion certificate of supervision of ETC of complete GIS system issued by BHEL site.

Note:
1- Required certificates for release of above retention payments shall be issued by BHEL immediately (not later than 14 working days) upon completion of said activity, submission of required reports/protocols/documents to BHEL and closure of all the punch points (if any) by the vendor.

2- In case of Completion of Supervision of Erection, Testing including HV Testing & Commissioning of complete GIS system gets delayed beyond 09 months from the date of receipt of last equipment at site, for the reasons not attributable to supplier, supplier may claim above payments of supply portion (23.C.1 & 23.C.2) by furnishing following documents-

a) Invoice
b) Certificate issued by BHEL site in charge, confirming that the equipment has been received in good condition and delay in completion of Supervision of Erection, Testing & Commissioning is not attributable to supplier (to be arranged by BHEL TBG).
c) Bank Guarantee of equivalent value/ Insurance Surety Bond of equivalent amount, initially valid for 12 months from the date of submission of invoice. In case of Supervision of Erection,

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Testing & Commissioning of complete GIS system is not successfully completed before expiry of Bank Guarantee, BG shall be kept suitably extended till successful completion of Supervision of Erection, Testing & Commissioning of complete GIS system and submission of required number of reproducible, O&M Manuals, approved drawings, data sheets, test report, pamphlets and manuals of mandatory spares, maintenance & testing equipment by GIS OEM. The Bank Guarantee/Insurance Surety bond shall, however, be released within one month of successful completion of all above activities.

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

100% Payment **for Supervision of Erection, Testing & Commissioning** along with applicable GST shall be made on pro-rata basis/ activity wise, within 45 days for MSE, 60 Days for Medium scale Enterprises and 90 days for non-MSME, from the date of receipt of complete GST compliant Tax invoice along with Certificate of Supervision completion of respective activity issued by BHEL Site Official / Construction Management in 1 set.

3.7 For Training Charges: 100% payment along with applicable GST within 45 days for MSE, 60 Days for Medium scale Enterprises and 90 days for non-MSME, from the date of receipt of complete GST compliant Tax invoice along with certificate of completion of training issued by issued by BHEL (Sector/Site/PPMG/TBCM) in 1 set.

24. **PAYMENT PROCEDURE:**

A. Direct Payment from BHEL: Payment shall be made directly to the Supplier / Contractor by BHEL through NEFT /RTGS. Irrespective of the value of the invoice amount, the bidder / vendor should necessarily upload the despatch & invoice details on BHEL SUVIDHA portal at https://suvidha.bhel.in/suvidha/ prior to despatch. 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 upto Rs five lakhs, in case they were not digitally signed and uploaded on the portal. The material will not be accepted inside BHEL/destination in absence of the above.

B. Discounting of invoices:
Provision of discounting for MSME suppliers: All invoices received from MSME suppliers shall be uploaded by BHEL on TReDS platform providing the choice to the supplier for discounting their bills against the Trade Receivable accepted on the platform. Presently BHEL has onboarded TReDS platforms such as RXIL, M1xchange, Invoicemart or DTX.

C. LC Payment Terms: In case bidders do not agree to the payment mode as mentioned at '24.A' above, and insist for LC payment terms, BHEL would accept LC payment terms with 120 days usance LC (Irrevocable) reckoned from the date of submission of documents at Beneficiary bank. Opening charges to BHEL's account. LC will be opened not earlier than 15 days before despatch.

For any amendments requested by supplier and attributable to supplier after LC establishment, all amendment charges for such amendment shall be to supplier's account.

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D1. **Loading Criteria in case of Direct Payment**: For direct payment terms as mentioned at '24.A' above, in case of Bidder seeks reduction in payment period, 'Repo rate + 4%', shall be considered for loading on the bidder's quoted price, for the period of relaxation sought by the bidders. In any case payment period less than 60 days from the date of receipt of Invoice, will not be accepted.

D2. The loading in case of LC payment terms is as under:

S No.	Condition	Rate of loading on the bidder's quoted price
1	Owing to insistence by the supplier on LC payment terms	0.5%
2	In case Bidder seeks reduction in usance period (**usance period less than 60 days will not be accepted**)	Repo rate + 4% for the period of reduction
3	In case Bidder seeks early opening of LC*	0.5% quarterly loading

* In the event that the bidder wishes to open the Letter of Credit (LC) earlier than 15 days prior to the dispatch date, an additional loading of 0.5% on the bidder's quoted price shall be applicable.
However, any request for early opening of the LC shall be considered only up to one quarter (three months) prior to the dispatch date.

25. **VALIDITY OF PURCHASE ORDER:** 3 years from the date of PO or upto completion of Contract execution, whichever is later.

26. **Promotion of MAKE IN INDIA:**
For this procurement, the local content to categorize a supplier as class-I local supplier / class-II local supplier / Non-Local supplier and purchase preference to class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017, revision dated 19.07.2024, issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT but before opening of part II bids against this NIT.

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

27. **INTEGRITY PACT: INTEGRITY PACT (Refer clause no. 34 of GTC):**
Bidders shall have to enter into Integrity Pact (as per Annexure-C) with BHEL, duly signed with seal in original, if specified in NIT/ RFQ failing which bidder's offer shall be liable for rejection.

IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

Sl. No.	IEM	Email

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1.	Dr. Sarat Kumar Acharya, Ex-CMD, NLC	iem1@bhel.in
2.	Shri R. Mukundan, IRPS (Retd.)	iem2@bhel.in
3.	Shri Madan Lal Meena, IAS (Retd.)	iem3@bhel.in

The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three-part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

Note- *No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below*:

Details of contact person(s):
(1)
Name: Gaurav Agarwal
Deptt: TBG-MM
Address: 5Th Floor, Plot No: 25, Sector-16A, Noida-201301, UP, India
Phone: 0120- 2218840
E-mail: gaurav.agarwal@bhel.in
(2)
Name: S K Shukla
Deptt: TBG-MM
Address: 5Th Floor, Plot No: 25, Sector-16A, Noida-201301, UP, India
Phone: 0120- 2218796
E-mail: skshukla@bhel.in

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

29. **INVOLVEMENT OF REPRESENTATIVE:**
Bidder must be GIS manufacturer. Purchase Orders will be placed on successful bidder(s) directly for total supplies and services subject to prior approval by BHEL/end Customer.

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

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

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

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

31. **SETTLEMENT OF DISPUTE:**

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

If after the Designated Engineer has given written notice of this decision to the party and no intention to pursue the dispute has been communicated to him by the affected party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event the Supplier/Vendor being dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be resolved through conciliation in terms of the BHEL Conciliation Scheme 2018 as per Clause 30.1

31.1 Conciliation:

Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure as per BHEL Conciliation Scheme 2018. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in - "Procedure for conduct of conciliation proceedings" (as available in www.bhel.com).

Note: Ministry of Finance has issued OM reference No. 1/2/24 dated 03.06.2024 regarding "Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement. In the said OM it has been recommended that Government departments/ Entities/agencies are to encourage mediation under the Mediation Act. 2023. Mediation, wherever invoked/adopted by the parties, shall

be governed as per applicable provisions of the Mediation Act- 2023 and subsequent amendments/re-enactment thereof as applicable.

31.2 ARBITRATION:

a) Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 31.1 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 (eg. "IIAC" (India International Arbitration Centre) for Delhi/NCR offices) and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.

b) A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice') before referring the matter to arbitral institution. The 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.

c) After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the Arbitral Institutions and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd Judge having considerable experience in commercial matters to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.

d) The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.

e) The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be New Delhi.

f) Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at New Delhi.

g) Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.

h) It is agreed that Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crores.

i) In case the disputed amount (Claim, Counter claim including interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.

j) In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest

claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for the purpose of clause 31.2.i. Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction.

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

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14-12-2022 as amended from time to time.

JURISDICTION: Subject to clause 31 of this contract, the Civil Court having original Civil Jurisdiction (Delhi/New Delhi for TBG), shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract.

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

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

(A) Breach of contract and Termination:

Following conditions shall be considered as breach of contract:

a) Non-supply of material/ non-completion of work by the Supplier/Vendor within scheduled delivery/ completion period as per contract or as extended from time to time.
b) The Supplier/Vendor fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery/ completion period to justify that supplies shall be inordinately delayed beyond contractual delivery/ completion period.
c) The Supplier/Vendor delivers equipment/ material not of the contracted quality.
d) The Supplier/Vendor fails to replace the defective equipment/ material/ component as per guarantee clause.
e) Withdrawal from or abandonment of the work by the Supplier/Vendor before completion as per contract.
f) Assignment, transfer, subletting of Contract by the Supplier/Vendor without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
g) Non-compliance to any contractual condition or any other default attributable to Supplier/Vendor.
h) Any other reason(s) attributable to Vendor towards failure of performance of contract.
i) In case of breach of contract, BHEL shall have the right to terminate the Purchase Order/ Contract either in whole or in part thereof without any compensation to the Supplier/Vendor.
j) Any of the declarations furnished by the contractor at the time of bidding and/ or entering into the contract for supply are found untruthful and such declarations were of a nature that could have

resulted in non-award of contract to the contractor or could expose BHEL and/ or Owner to adverse consequences, financial or otherwise.

k) Supplier/Vendor is convicted of any offence involving corrupt business practices, antinational activities or any such offence that compromises the business ethics of BHEL, in violation of the Integrity Pact entered into with BHEL has the potential to harm the overall business of BHEL/ Owner.

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

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

(B) Remedies for breach of contract:

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

(i) Wherein the period as stipulated in the notice issued under clause 14.1 has expired and Supplier/Vendor has failed to remedy the breach, BHEL will have the right to terminate the contract on the ground of "Breach of Contract" without any further notice to contractor.

(ii) Upon termination of contract, BHEL shall be entitled to recover an amount equivalent to 10% of the Contract Value for the damages on account of breach of contract committed by the Supplier/Vendor. This amount shall be recovered by way of encashing the security instruments like performance bank guarantee etc available with BHEL against the said contract. In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the Supplier/Vendor, retention amount, from the money due to the Supplier/Vendor etc. with BHEL) or the other legal remedies shall be pursued.

(iii) wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case no security instruments are available or the value of the security instruments available is less than 10% of the contract value, the 10% of the contract value or the balance amount, as the case may be, will be recovered in all or any of the following manners:

(iv) In case the amount recovered under sub clause (a) above is not sufficient to fulfil the amount recoverable then; a demand notice to deposit the balance amount within 30 days shall be issued to Supplier/Vendor.

(v) If Supplier/Vendor fails to deposit the balance amount within the period as prescribed in demand notice, following action shall be taken for recovery of the balance amount:

a) from dues available in the form of Bills payable to defaulted Supplier/Vendor against the same contract.

b) If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered from any money(s) payable to Supplier/Vendor under any contract with other Units of BHEL

including recovery from security deposits or any other deposit available in the form of security instruments of any kind against Security deposit or EMD.

(vi) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier/Vendor.

(vii) It is an agreed term of contract that this amount shall be a genuine pre-estimate of damages that BHEL would incur in completion of balance contractual obligation of the contract through any other agency and BHEL will not be required to furnish any other evidence to the Supplier/Vendor for the purpose of estimation of damages.

(viii) In addition to the above, imposition of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

Note:

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

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

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

32.1 <u>Liquidated Damage in case of termination of contract</u>:

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

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

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

a) Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor/ supplier = T1

b) Let the value of executed work/ supply till the time of termination of contract = X

c) Let the Total Executable Value of work/ supply for which inputs/ fronts were made available to contractor/ supplier and were planned for execution till termination of contract = Y

d) Delay in executed work/ supply attributable to contractor/ supplier i.e. T2 = [1-(X/Y)] x T1

e) LD shall be calculated in line with LD clause of the Contract for the delay attributable to supplier taking "X" as Contract Value and "T2" as delay attributable to contractor/ supplier.

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

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

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

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

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

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

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

36. **No nuclear use:** Products and Services sold by Seller are not intended for use in connection with any nuclear facility or activity, and Buyer warrants that it shall not use or permit others to use Products or Services for such purposes, without the advance written consent of Seller. If, in breach of this, any such use occurs, Seller (and its parent, affiliates, suppliers and

subcontractors) disclaims all liability for any nuclear or other damage, injury or contamination, and, in addition to any other rights of Seller, Buyer shall indemnify and hold Seller (and its parent, affiliates, suppliers and subcontractors) harmless against all such liability. Consent of Seller to any such use, if any, will be conditioned upon additional terms and conditions that Seller determines to be acceptable for protection against nuclear liability.

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

1 "Force Majeure" shall mean circumstance which is:
a) beyond control of either of the parties to contract,
b) either of the parties could not reasonably have provided against the event before entering into the contract,
c) having arisen, either of the parties could not reasonably have avoided or overcome, and
d) is not substantially attributable to either of the parties and prevents the performance of the contract.

Such circumstances include but shall not be limited to:

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

2. The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party:
(a) any strike, work-to-rule action, go-slow or similar labour difficulty
(b) late delivery of equipment or material (unless caused by Force Majeure event) and
(c) economic hardship.

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

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

5. Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not
v) Constitute a default or breach of the Contract.

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

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

38. **Suspension of Business Dealings with Suppliers (Clause no.32 of GTC):** The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms / principal / agents, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.
If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in any act, including but not limited to, mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or tampers the tendering process or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860(Bhartiya Nyaya Samhita 2023) or any other law in force in India, or does anything which is actionable under the Guidelines for Suspension of Business dealings, action may be taken against such bidder / supplier / contractor as per extant guidelines of the company available on www.bhel.com and / or under applicable legal provisions. Guidelines for suspension of business dealings is available in the webpage:
http://www.bhel.com/vender_registration/vender.php

39. **TERMINATION OF CONTRACT (clause no.35 of GTC):**

BHEL shall have the right to terminate 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 and in that event, Supplier/Contractor shall be paid for the works done.
BHEL shall have the right to terminate 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, Supplier/Contractor shall be paid for the works done.
In case of termination 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 terminated.

40. **LIMITATION OF LIABILITY (clause no.37 of GTC):**
Notwithstanding any other provisions, except in cases of willful misconduct and / or criminal negligence / acts, a) Neither the Supplier / Contractor nor BHEL shall be liable to the other, whether in Purchase Order / Contract, tort, or otherwise, **for any indirect or consequential loss or damage, including but not limited to loss of use, loss of profits, or loss of contracts, or special, punitive, exemplary losses whatsoever arising out of or in connection with this contract**, provided however that this exclusion shall not apply to any obligation of the Supplier / Contractor to pay Liquidated Damages to the BHEL and b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor in respect of this contract, whether under the Contract, in tort or otherwise, shall not exceed total Contract Price, provided however that this limitation shall not apply to any obligation of the Vendor to indemnify BHEL with respect to Patent Infringement or Intellectual Property Rights.

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41. **INDEMNIFICATION (Clause no.43 of GTC):**

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, damages, costs and expenses in respect of the death or injury of any person or loss of or damage to any third-party property arising due to its wrongful act or wrongful omission during the course and out of the execution of the Purchase Order / Contract.

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

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

a. Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL.

b. Special Terms and conditions (STC)

c. General Terms and conditions (GTC)

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

43. **NOTE**:

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

2. BHEL may negotiate the L1 rate, if not meeting our budget / estimated cost. BHEL may re-float the tender opened, if L1 price is not acceptable to BHEL even after negotiation.

Any deviation from the conditions specified in TECHNO-COMMERCIAL TERMS AND CONDITIONS, will lead to rejection of offer.

3. Any change in applicable rates of Tax or any other statutory levies (Direct / Indirect) or any new introduction of any levy by means of statute and its corresponding liability for the deliveries beyond the agreed delivery date for reasons not attributable to BHEL will be to vendors account. BHEL will not reimburse the same and any subsequent claim in this respect will be summarily rejected.

4. BHEL reserves its right to reject an offer due to unsatisfactory past performance by the respective Vendor in the execution of any contract to any BHEL project / Unit.

5. The offers of the bidders who are under suspension and also the offers of the bidders, who engage the services of the banned firms /principal/agents, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.

6. Recovery / deduction as applicable as per Direct and Indirect taxes as notified by Govt. Of India from time to time will be made and information/certificate for such deduction/recoveries shall be provided by BHEL to the vendor.

44. **Grievance Redressal Mechanism:**

To promote transparency and ensure fair treatment of all bidders, a structured Grievance Redressal Mechanism is in place to address any concerns or issues arising during the tendering process or in subsequent business dealings with the company.

Suppliers/Contractors are requested to follow the below escalation process for grievance resolution:

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First Level: Any grievance should initially be **addressed to the designated Dealing Officer, whose contact details are provided in the Notice Inviting Tender (NIT) at clause no.3 of STC**.
Second Level: If the issue remains unresolved, it may be escalated by lodging a formal grievance through the SUVIDHA Portal: https://suvidha.bhel.in/suvidha/. Responses will be provided in accordance with the defined escalation matrix."

45. **Annexure-H:** Bidder to submit CONFIRMATION IN REGARD TO DESIGN & TYPE TEST (To be furnished in case bidder/GIS OEM is proposing to qualify through Note-4 under Route -1 of QR).
46. **Annexure-K:** Bidder to submit the duly filled Indemnification Agreement format.
47. **Annexure-L:** Bidder to submit the duly filled Manufacturer Authorization format.
48. Bidder to submit the POA (Power of Attorney) for submission of tender along with bid.
49. Following confirmation to be provided by vendor:

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

Note: BHEL reserves the right to cancel this enquiry at any point of time.

NAME & SEAL OF TENDERER

Enclosures:

a) Offer forwarding letter / tender Submission Letter
b) Activity Schedule, Commercial & Technical deviation Sheet.
c) Instruction of DPIIT (**Annexure-1), Annexure-2/3** (Compliance regarding restrictions under Rule 144 (xi) of General Financial Rules (GFRs), 2017).
d) Format for declaration of minimum local content (**Annexure-A1 & A2**).
e) Format for compliance of MoP order dated 02-07-2020 (**Annexure-B**).
f) Format of Integrity pact (**Annexure-C**).
g) Declaration Regarding Insolvency/ Liquidation/ Bankruptcy Proceedings (**Annexure-D**).
h) Format of Performance BG to BHEL.
i) Copy of HSE policy.
j) Details of Packing list of GIS Module (**Annexure-E**).
k) MOU format **(Annexure-F)**
l) General Terms and Condition of NIT.
m) BHEL'S PRICE BID FORMAT.
n) All required documents/ credentials meeting BHEL's Technical PQR shall be submitted by GIS OEM/bidder as per **Annexure-G**.
o) Confirmation in regard to Design & Type test (**Annexure-H**)
p) JDU formats (**Annexure-I**)
q) Customer's BG format (**Annexure-J**)
r) Indemnification Agreement format **(Annexure-K)**
s) Manufacturer Authorization format (**Annexure-L**)

OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER

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

Offer Reference No: ..... Date: .....

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

Dear Sir,

Sub: Submission of Offer against Enquiry No.: .....

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

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

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

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

Authorised Representative of Bidder
Signature:
Name:
Address:

Place:
Date:

TENDER ENQUIRY NO. **DATED:**

SCHEDULE OF COMMERCIAL DEVIATION

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

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

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

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

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

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

NAME & SEAL OF TENDERER

TENDER ENQUIRY NO. **DATED:**

SCHEDULE OF TECHNICAL DEVIATION

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

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

In case, this schedule is not submitted, it will be presumed that the equipment/ material to be supplied under this contract is deemed to be In compliance with the Special Terms and Conditions & General Terms and Conditions & Specifications.
If there is NIL deviation, even then the format to be filled as **NIL DEVIATION**.

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

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

NAME & SEAL OF TENDERER

For 765KV GIS at Panipat

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

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

Note:

1.Supplier must ensure the completeness and correctness of the requisite drawings/documents before submission for approval.
2. Inspection call should be raised Two (02) weeks in advance before inspection date. Inspection call should be given in the prescribed format only (enclosed). Inspection calls not in the prescribed format shall not be entertained.
3.Delay in activity pertaining to BHEL, not attributable to vendor, as listed above shall be added, if required in case of time extension and Delivery date will be re-fixed accordingly based on bidder's request & delay analysis.

Activity Schedule for PO-2 (Mandatory Spares)

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

Activity Schedule for PO-3 (TOOLS AND TESTING & MAINTENANCE EQUIPMENT)

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

ANNEXURE-1

CLAUSES FOR NEW TENDERS:

I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not failing in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

III. "Bidder from a country which shares a land border with India" for the purpose of this Order means:

   a. An entity Incorporated, established or registered in such a country; or
   b. A subsidiary of an entity Incorporated, established or registered in such a country; or
   c. An entity substantially controlled through entitles incorporated, established or registered in such a country; or
   d. An entity whose *beneficial owner* is situated in such a country, or
   e. An Indian (or other) agent of such an entity; or
   f. A natural person who is a citizen of such a country; or
   g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

IV. The *beneficial owner* for the purpose of (iii) above will be as under:

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

V. An Agent is a person employed to do any act for another or to represent another in dealings with third person.

VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

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

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

Annexure-2

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

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

Sl No.	Description	Bidder's confirmation
1	*We, M/s_____have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; We hereby certify that we are not from such a country.*	*Agreed*

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

Bidder's authorized signatory with stamp & seal

Annexure-3

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

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

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

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

Bidder's authorized signatory with stamp & seal

Annexure-A1

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

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

To,

(Sh. Gaurav Agarwal

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

Dear Sir,

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

Ref: 1) Enquiry No.: ……

2) All other pertinent issues till date

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

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

1. _____ 2. _____

3. _____ 4. _____

…

Thanking you,

Yours faithfully,

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

****** - *Strike out whichever is not applicable.*

Annexure-A2

Item Name :	
Enquiry No. :	
Project :	
Type of project	**Transmission / ~~Thermal (Coal or Gas) / Hydro~~**
Applicable percentage of Local Content	**Bidder to indicate local content in percentage**

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

Dear Sir,

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

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

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

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

For and on behalf of, Date:

Authorised persons

Firm Reg No:
Membership No.

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

Annexure-B

Vendor Compliance format in bidder letter head

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

Enquiry No/ PO No & Date :
Project :
Name of items/Package :

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

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

Bidder's authorized signatory

with stamp & seal

BHEL-IP

Annexure-C

INTEGRITY PACT

Between

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

and

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

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for _____ _____ _____ (hereinafter referred to as "Contract"). The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

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

Section 1- Commitments of the Principal

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

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

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

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

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

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

2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commits himself to observe the following principles during participation in the tender process and during the contract execution.

BHEL-IP

2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Bharatiya Nyaya Sanhita (BNS) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and shall await their decision in the matter.

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

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

Section 4 - Compensation for Damages

4.1 If the Principal has disqualified the Bidder (s) from the tender process before award / order acceptance according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

4.2 If the Principal is entitled to terminate the Contract according to Section 3, or terminates the Contract in application of Section 3 above , the Bidder(s)/ Contractor (s) transgression through a violation of Section 2 above shall be construed breach of contract and the Principal shall be-entitled to demand and recover from the Contractor an amount equal to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee , whichever is higher, as damages, in addition to and without prejudice to its right to demand and recover compensation for any other loss or damages specified elsewhere in the contract.

Section 5 - Previous Transgression

5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) years (to be reckoned from date of bid submission) with any other company in any country conforming to the anti-corruption approach in India that could justify his exclusion from the tender process. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The transgression(s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.

5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason or action can be taken as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 6 - Equal treatment of all Bidder (s)/ Contractor (s) / Sub-contractor (s)

6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.

6.2 In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of Sub-contracting, the Principal Contractor shall be solely responsible for the adherence to the provisions of IP by the sub-contractor(s).

6.3 The Principal will disqualify from the tender process all Bidders who do not sign this Integrity Pact or violate its provisions.

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

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

Section 8 -Independent External Monitor(s)

8.1 The Principal appoints competent and credible panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact on receipt of any complaint by them from the bidder(s).

8.2 The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.

8.3 The IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as /Top Secret are not to be disclosed.

8.4 The Principal will provide to the IEMs sufficient information about all meetings among the parties related to the Contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the IEMs the option to participate in such meetings.

8.5 The role of IEM is advisory and the advice of IEM is non- binding on the Organization. However, as IEMs are invariably persons with rich experience who have retired as senior functionaries of the government, their advice would help in proper implementation of the IP.

8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of the tendering process, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an examination, and submit their joint recommendations to the Management. In case the full panel is not available due to some unavoidable reasons, the available IEM(s) will conduct examination of the complaints. Consent of the IEM(s), who may not be available, shall be taken on record.

8.7 The IEMs shall examine all the representations/grievances/ complaints received by them from the bidders or their authorized representative related to any discrimination on account of lack of fair play in modes of procurement and bidding systems, tendering method, eligibility conditions, bid evaluation criteria, commercial terms & conditions, choice of technology/ specifications etc.

8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.

8.9 IEMs should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the Principal should be looked into by the CVO of the Principal.

8.10 If the IEMs have reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code / Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs.

8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.

8.13 The word `Monitor' would include both singular and plural.

Section 9 - Pact Duration

9.1 This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

9.2 If any claim is made/ lodged during currency of this Integrity Pact, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

10.1 This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.

10.2 Changes and supplements as well as termination notices need to be made in writing.

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10.3 If the Bidder(s)/ Contractor(s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.

10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5 Only those bidders / contractors who have entered into this Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.

10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. If required, the Principal may adopt any mediation rules for this purpose. However, not more than five meetings shall be held for a particular dispute resolution. The fees/expenses on dispute resolution shall be equally shared by both the parties. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as the terms & conditions of the Contract.

For & On behalf of the Principal (Office Seal)	For & On behalf of the Bidder/ Contractor (Office Seal)
Place _____ Date _____	
Witness: _____ (Name & Address) S.K. Shukla _____	Witness: _____ (Name & Address) _____ _____

Annexure-D

UNDERTAKING

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

To,

(Sh. Gaurav Agarwal

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

Dear Sir/Madam,

Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY PROCEEDINGS

Ref: Enquiry No.: _____

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

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

Place:

Date:

ANNEXURE-E

DETAILS OF PACKAGES

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

Note:

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

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

MEMORANDUM OF UNDERSTANDING

Pre Bid Tie-up with GIS Manufacturer for
"Pre-Bid Tie up of 765kV GIS New Sub-station Package SS 178T Including AIS Extension for a Establishment of 765kV GIS at 765/400 kV Substation near PANIPAT and b Extension of 765 kV Pallu AIS Sub-Station associated with Transmission scheme for evacuation of power as part of Rajasthan REZ Ph-IV Part 6 6GW Bikaner Complex Bikaner V 6GW Part B through TBCB route prior to Rfp bid submission by POWERGRID to BPC".
Specification Number: CC/T/W-GIS/DOM/A02/26/10099

BETWEEN

BHARAT HEAVY ELECTRICALS LIMITED

AND

<< Name of GIS Sub Contractor >>

Date: _____

Memorandum of Understanding

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

This Memorandum of Understanding (hereinafter referred to as "MOU") is made on the _____day of _____ Two thousand and Twenty Six.

BETWEEN:

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

AND

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

("BHEL" and "**…….**" are individually referred to as the "Party" and collectively as the "Parties")

WHEREAS

1. M/s. **Power Grid Corporation of India Ltd (M/s POWERGRID).** (here in after referred to as "POWERGRID") has issued the following tender document to BHEL (here in after referred to as the "Tender"):
   a. POWERGRID Tender Name: **Pre-Bid Tie up of 765kV GIS New Sub-station Package SS 178T Including AIS Extension for a Establishment of 765kV GIS at 765/400 kV Substation near PANIPAT and b Extension of 765 kV Pallu AIS Sub-Station associated with Transmission scheme for evacuation of power as part of Rajasthan REZ Ph-IV Part 6 6GW Bikaner Complex Bikaner V 6GW Part B through TBCB route prior to Rfp bid submission by POWERGRID to BPC.**

   b. POWERGRID Tender **Specification Number: CC/T/W-GIS/DOM/A02/26/10099**

2. BHEL intends to participate in above "Tender" as an EPC bidder and wish to enter into a pre-bid Tie-up with qualified GIS OEM (2nd Party) for scope as defined in its NIT as detailed below:
   a. BHEL NIT Name: TO BE FILLED BY TBMM

b. BHEL NIT Specification Reference: TO BE FILLED BY TBMM

3. M/s…… who are the established and reputed manufacturer of Gas Insulated Switchgear (GIS) up to …….. having its manufacturing facilities at…….. had submitted its bid Ref No……. dated ------ to BHEL with an intent enter into a pre-bid Tie-up for getting associated with BHEL as a sub-contractor for supply and services as per scope defined in BHEL's NIT.

4. Based on the offers received by BHEL and subsequent Techno-commercial evaluation, M/s …… (GIS OEM, 2nd Party) is determined to be a qualified bidder and has emerged as the lowest evaluated Bidder having requisite capacity and capability to undertake Supply & services w.r.t. 765 kV GIS Equipment and has been pre-selected by BHEL to bid for the aforesaid tender.

5. Accordingly, M/s…….. (GIS OEM, 2nd Party) authorize M/s. Bharat Heavy Electricals Limited to offer its GIS equipment against the tender invited by M/s POWERGRID for

   Pre-Bid Tie up of 765kV GIS New Sub-station Package SS 178T Including AIS Extension for a Establishment of 765kV GIS at 765/400 kV Substation near PANIPAT and b Extension of 765 kV Pallu AIS Sub-Station associated with Transmission scheme for evacuation of power as part of Rajasthan REZ Ph-IV Part 6 6GW Bikaner Complex Bikaner V 6GW Part B through TBCB route prior to Rfp bid submission by POWERGRID to BPC

6. This Memorandum of Understanding is accordingly being executed between the parties prior to submission of bid by BHEL as EPC contractor to M/s POWERGRID.

7. The Parties have decided to enter into this MoU which sets forth their respective rights and obligations with respect to the Project and each other and mutually agreed upon the following.

8. SCOPE OF WORK

i. The broad Scope of Work to be performed by M/s. _____ (GIS OEM, 2nd Party) shall include 765 kV GIS equipment related scope including Design, Engineering, procurement, manufacturing, supply, supervision of Erection/Installation, Testing, Commissioning/ Commissioning assistance as applicable and any other associated activities/scopes as outlined in the technical specification. However, in case of any further scope of Supply & services required for overall completion of the above package shall be as per the details finalized on the basis of resulting contracts with M/s POWERGRID.

ii. All other work except which have specifically been agreed upon by Ms…… will be executed by M/s BHEL as EPC contractor including
   a. Overall Engineering & Project management
   b. Planning, monitoring, scheduling and reporting
   c. Procurement and Supply of balance Equipment including in-house manufactured items.
   d. Participation in Progress review meeting
   e. Erection, Testing & Commissioning including Civil Works.

   However, Ms……..(GIS manufacturer) would support BHEL and will provide requisite assistance, inputs for the above as and when required by BHEL without any reservation.

iii. Each Party shall be responsible for and shall co-operate with each other in obtaining and maintaining respective permits, licenses and other authorizations required for the performance of its Scope of Work, except those which are required to be obtained by M/s POWERGRID.

iv. It will be the sole responsibility of M/s. _____to submit the requisite details in the prescribed format duly signed and authorized as per requirement of tender document so as to meet the qualifying requirement as an acceptable **GIS manufacturer.**

9. Responsibilities of BHEL

i. BHEL shall submit its competitive bid as EPC contractor against the tender issued by M/s POWERGRID in association with the M/s ……(765 kV GIS OEM as sub-contractor) based on its finalized bid for the scope of work to be executed by the GIS OEM (2nd Party).

ii. In case BHEL is awarded NOA by POWERGRID for the Project, BHEL shall place a Purchase Order on the GIS OEM (2nd Party) for (……..BHEL TENDER DETAILS TO BE ENTERED BY TBMM) for 765 kV GIS related scope as outlined in this MOU.

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

i. M/s …… undertakes to support and associate with BHEL as Sub-contractor in its bid preparation for the scope of work related to 765 kV GIS equipment.

ii. In the event, BHEL is not awarded the NOA by POWERGRID), M/s…….. shall not have any claim whatsoever on M/s BHEL and the MOU shall stand terminated.

iii. The GIS OEM (2nd Party) undertakes that breach of any of the above responsibilities / obligations on his / its part shall amount to his/its disqualification.

iv. In the event, Purchase Order is placed by BHEL on the GIS OEM (2nd Party), the GIS OEM (2nd Party) undertakes to maintain the highest standard of professional and ethical competence, integrity and also maintain strict confidentiality of all the reports, discussions, data, information such as maps, diagrams, plans, statistics, plans, designs, reports, drawings and supporting records or material documents or software furnished by BHEL and further the GIS OEM (2nd Party) shall neither use the same for purposes unrelated to this tender nor disclose or share with any third party without the consent of BHEL.

11. Exchange of Information & Completeness

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

12. Amendments

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

13. Terms of MOU

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

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

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

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

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

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

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

    (If there is an apprehension that any dispute may arise in future the following clause may be added)
    However, in case any dispute arising out the subject MOU, the same shall be resolved/ adjudicated by appointing sole arbitrator referring the dispute to Delhi International Arbitration Centre, High Court of Delhi, in terms of Arbitration and Conciliation Act 1996 and amendments made therein time to time. The fee and proceeding of arbitration shall be as per DIAC.

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

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

    a. **M/s. Bharat Heavy Electricals Limited,**
    Transmission Business Group,
    CONTACT DETAILS OF TBMM OFFCIAL
    5th Floor, BHEL Sadan, Plot No. 25
    Sector-16A, Noida-201301, U.P
    E-mail id: _____@bhel.in
    Mob. No: _____

    b. **M/S ---- (GIS OEM)**
    Name:
    Address : _____
    E-mail id: _____
    Mob. No: _____

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

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

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

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

Annexure A (BDS)
QUALIFICATION REQUIREMENR
For

Pre-Bid Tie up of 765kV GIS New Sub-station Package - SS 178T(Including AIS Extension) for: (a) Establishment of 765kV GIS at 765/400 kV Sub-station near PANIPAT and (b) Extension of 765 kV Pallu(AIS) Sub-Station associated with "Transmission scheme for evacuation of power as part of Rajasthan REZ Ph-IV (Part-6: 6GW) (Bikaner Complex) (Bikaner V: 6GW) – Part B" through TBCB route prior to Rfp bid submission by POWERGRID to BPC; Specification No.: CC/T/W-GIS/DOM/A02/26/10099

QUALIFICATION OF THE BIDDER Qualification of bidder will be based on meeting the minimum pass/fail criteria specified below regarding the Bidder's technical experience and financial position as demonstrated by the Bidder's responses in the corresponding Bid Schedules. Technical experience and financial resources of any proposed subcontractor shall not be taken into account in determining the Bidder's compliance with the qualifying criteria. The bid can be submitted by an individual firm or a Joint Venture of two or more firms (Specific requirements for Joint Ventures are given under Para 3.0 below). The Employer may assess the capacity and capability of the bidder, to successfully execute the scope of work covered under the package within stipulated completion period. This assessment shall inter-alia include (i) document verification; (ii) bidders work/manufacturing facilities visit; (iii) manufacturing capacity, details of works executed , works in hand, anticipated in future & the balance capacity available for present scope of works; (iv) details of plant and machinery, manufacturing and testing facilities, manpower and financial resources; (v) details of quality systems in place; (vi) past experience and performance; (vii) customer feedback; (viii) banker's feedback etc.	
1.0	**Technical Experience**
(i) The GIS must be offered from Indian manufacturer, who meets the requirement mentioned at Route-1 or Route-2 or Route-3 as below. QR Credential must be submitted along with the bid. (ii) GIS manufacturer must submit a Manufacturer Authorization Form (MAF) (format as per NIT) along with the Bid confirming that a legally enforceable Joint deed of Undertaking (format as per NIT) shall be submitted at the time of signing of contract.	
1.1	**Route-1:** The Bidder must have designed, manufactured, tested (as per IEC or equivalent standard), supplied and supervised erection & commissioning of at least One (1) nos. GIS Circuit Breaker bay* of 715 kV or above voltage class in one (1) Substation or Switchyard and this bay must be in satisfactory operation# for at least Two (2) years as on the Originally scheduled last date of bid submission (soft copy) **i.e. 19/08/2026**
	OR
1.2	**Route-2:** The Bidder, who has established manufacturing & testing facility in India for 715kV or above voltage level GIS but not meeting the requirement stipulated in para 1.1 above, shall also be considered provided that: a).1 The bidder must have manufactured at least one (1) no. 715KV or above voltage level GIS Circuit Breaker bay* based on the technological support of the Collaborator(s), provided that the Collaborator(s) meets the requirement stipulated in para 1.1 above. Further, the bidder must have either supplied or type tested the above GIS bay (as per IEC) as on the originally scheduled last date of bid submission(soft copy) mentioned above. OR

Annexure A (BDS)
QUALIFICATION REQUIREMENR
For

	a.2) i) The Bidder must have designed, manufactured, tested (as per IEC or equivalent standard), supplied and supervised erection & commissioning of at least Two (2) nos. GIS Circuit Breaker bays* of 345 kV or above voltage level in one (1) Substation or Switchyard and these bays must be in satisfactory operation# for at least Two (2) years as on the Originally scheduled last date of bid submission (soft copy) mentioned above a.2) ii) The Bidder must have technical collaboration for design, manufacture, test and supply 715kV or above voltage level GIS equipment with a GIS manufacture {Collaborator(s)} who meets the requirement stipulated in para 1.1 above. b) The bidder shall also submit the following along with the bid: i. A legally enforceable undertaking (jointly with the Collaborator(s)) to guarantee quality, timely supply, performance and warranty obligations as specified for the equipment(s); ii. A confirmation letter from the Collaborator(s) stating that the Collaborator(s) shall furnish performance guarantee for an amount of 10 % of the ex-works cost of such equipment(s). This performance guarantee shall be in addition to Contract Performance Guarantee to be submitted by the bidder. iii. A valid collaboration agreement for technology transfer / license to design, manufacture, test and supply 715kV or above voltage level GIS equipment in India.
	OR
1.3	**Route-3:** The Bidder, who has established manufacturing & testing facility in India for 715kV or above voltage level GIS as Subsidiary/JVC/Group company by its parent/principal but not meeting the requirement stipulated in para 1.1 above, shall also be considered provided that- a.1) The bidder must have manufactured at least one (1) no. 715KV or above voltage level GIS Circuit Breaker Bay* based on the technological support of the parent/principal company, provided that the parent/principal meets the requirement stipulated in para 1.1 above. Further, the bidder must have either supplied or type tested the above GIS bay (as per IEC) as on the originally scheduled last date of bid submission (soft copy) mentioned above. OR a.2) i) The Bidder must have designed, manufactured, tested (as per IEC or equivalent standard), supplied and supervised erection & commissioning of at least Two (2) nos. GIS Circuit Breaker bays* of 345 kV or above voltage level in one (1) Substation or Switchyard and these bays must be in satisfactory operation# for at least Two (2) years as on the Originally scheduled last date of bid submission (soft copy) mentioned above. a.2) ii) The Parent/Principal of Bidder must meet the requirement stipulated in para 1.1 above. b) The bidder shall also submit the following along with the bid: *i.* A legally enforceable undertaking (jointly with the parent/principal company) to guarantee quality, timely supply, performance and warranty obligations as specified for the equipment(s); ii. A confirmation letter from the parent/principal company stating that they shall furnish performance guarantee for an amount of 10 % of the ex-works cost of such equipment(s). This performance guarantee shall be in addition to Contract

Annexure A (BDS)
QUALIFICATION REQUIREMENR
For

	Performance Guarantee to be submitted by the bidder. iii. A valid collaboration agreement for technology transfer / license to design, manufacture, test and supply 715kV or above voltage level GIS equipment in India.
	OR
1.4	**Route-4** DELETED.
	Note :- 1. *(#)* Satisfactory operation means certificate issued by the Employer certifying the operation without any adverse remark. *2.* * For the purpose of qualifying requirement, one no. of circuit breaker bay shall be considered as a bay used for controlling a line or a transformer or a reactor or a bus section or a bus coupler and comprising of at least one circuit breaker, one disconnector and three nos. of single phase CTs / Bushing CTs.. *3.* In case bidder is a holding company, the technical experience referred to in Route-1, 2, 3 and 4 above (as the case may be), shall be of that holding company only (i.e. excluding its subsidiary/group companies). In case bidder is a subsidiary of a holding company, the technical experience referred to in Route-1, 2, 3 and 4 above (as the case may be), shall be of that subsidiary company only (i.e. excluding its holding company). *4.* In case bidder is an Indian entity and qualifying through Route-1, type test reports of Collaborator/ Parent Company/ Subsidiary Company/ Group Company shall also be acceptable, for which a confirmation shall be furnished along with the bid as per format attached in the bidding documents. 5. In case of package comprises of multiple voltage level in one GIS substation and/or Extension of more the one GIS Substation(s), GIS from different manufacturer(s) shall also be acceptable subject to the condition that one voltage class of GIS at any substation is supplied from one manufacturer only. In such cases bidder must submit MAF from all the proposed GIS Manufacturer(s) in their bid
2.0	**Financial Position**
	Covered separately under Financial PQR of NIT
3.0	**JOINT VENTURE BID**
	DELETED
4.0	The bidder shall furnish documentary evidence in support of the qualifying requirement stipulated as above.

PREPARED BY	REVIEWED BY	APPROVED BY
10/09/26		
Amit Srivastava	Muneet Mehta	Muneet Mehta
Sr. Manger-TBEM	AGM-TBEM	AGM-TBEM

Attachment-29

Pre-Bid Tie up of 765kV GIS New Sub-station Package - SS 178T(Including AIS Extension) for: (a) Establishment of 765kV GIS at 765/400 kV Sub-station near PANIPAT and (b) Extension of 765 kV Pallu(AIS) Sub-Station associated with "Transmission scheme for evacuation of power as part of Rajasthan REZ Ph-IV (Part-6: 6GW) (Bikaner Complex) (Bikaner V: 6GW) – Part B" through TBCB route prior to Rfp bid submission by POWERGRID to BPC; Specification No : CC/T/W-GIS/DOM/A02/26/10099

CONFIRMATION IN REGARD TO DESIGN & TYPE TEST

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

This is to certify that ……. kV GIS CB bay(s), manufactured and supplied by the Bidder/GIS manufacturer from their Indian works, is having same design as that of GIS CB bay manufactured and duly Type tested (as per relevant IEC) by the Collaborator/ Parent Company/ Subsidiary Company/ Group Company. Further, the design Know-how has been transferred by the Collaborator/ Parent Company/ Subsidiary Company/ Group Company to the Bidder/GIS Manufacturer and based on the same, the Bidder/GIS Manufacturer has supplied the said GIS bay(s) from its Indian works.

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

AUTHORISED SIGNATORY FOR…….. (Name of the bidder)
…… (THE BIDDER/GIS Manufacturer)

Power of Attorney Holder **Key Managerial Person**

Signature……
Signature……

Name……..
Name……..

Office Address…… **Office Address…….. ……..**
……

AUTHORISED SIGNATORY FOR…….. (Name of the Collaborator/ Parent Company/ Subsidiary Company/ Group Company)
…… (THE COLLABORATOR)

Key Managerial Person

Signature……

Attachment-29

Name……..

Office Address……..

FORM 21. FORM OF JOINT DEED OF UNDERTAKING BY THE COLLABORATOR/ PARENT/ PRINCIPAL COMPANY OF SUBSIDIARY COMPANY/ JV COMPANY/ GROUP COMPANY ALONGWITH THE BIDDER/MANUFACTURER

{applicable to Bidder Qualifying through Route-2 & Route-3 of the Qualification Requirement}

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

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

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

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

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

NOW THEREFORE THIS UNDERTAKING WITNESSETH as under:

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

successful performance of the *……..… in accordance with the Contract Specifications.

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

(i) A valid technology transfer agreement, including license to manufacture and supply from India, between the Collaborator/ Parent/Principal Company (the technology provider) and the Bidder / Contractor covering the type, size and rating of the *……sets specified, valid minimum up to the end of the defect liability period of the contract. The technology transfer agreement necessarily covers transfer of technological know-how for *…… in the form of complete transfer of design dossier, design software's, drawings and documentation, quality system manuals and imparting relevant training to the personnel of the Bidder / Contractor.

(ii) Proper design, engineering, manufacture, testing, supply transportation and delivery at site and supervision of unloading at site, storage, erection, testing & commissioning and successful performance of the equipment in accordance with Contract Specifications and

(iii) If necessary, the Collaborator/ Parent/Principal Company shall advise the Manufacturer/ Contractor suitable modifications of designs and implement necessary corrective measures to discharge the obligations under the contract.

3.0 We further confirm that

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

(OR)

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

(OR)

The Parent/ Principal Company shall have a minimum equity participation of 26% in the Joint Venture Company for a lock-in period of seven (7) years from the date of

incorporation of Joint Venture Company or upto the end of Defect Liability Period of the contract, whichever is later.

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

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

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

5.0 As a security, the Collaborator/ Parent/Principal Company shall apart from the Contractor's performance guarantee, furnish a Contract Performance Guarantee from its Bank/ Insurer in favour of the Employer in a form acceptable to the Employer. The value of such guarantee shall be equivalent to 10% of the Ex-works cost of such equipment(s) manufactured in India as identified in the Contract awarded by the Employer to the Bidder/Contractor and it shall be part of guarantee towards the faithful performance/compliance of this Deed of Undertaking in terms of the Contract. The guarantee shall be unconditional, irrevocable and valid for the entire period of the Contract, namely till the end of the Defect Liability Period of *…….. under the Contract. The Bank Guarantee / Insurance Surety Bond amount shall be payable to the Employer on demand without any reservation or demur. This shall be in addition to the Contract Performance Guarantee furnished by the Contractor.

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

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

WITNESS	(For Collaborator/ Parent/Principal Company)
Signature …….	
Name ……..	(Signature of the authorized representative)
Office Address …….	Name ……..
	Common Seal of Company …... …….

WITNESS	(For Bidder)
Signature ……. Name …….. Office Address …….	(Signature of the authorized representative) Name …….. Common Seal of Company …... …….
WITNESS	(For Manufacturer)
Signature ……. Name …….. Office Address …….	(Signature of the authorized representative) Name …….. Common Seal of Company …... …….

Note:

1. For the purpose of executing the Deed of Joint Undertaking, the non-judicial stamp papers of appropriate value shall be purchased in the name of executant(s).

2. The Undertaking shall be signed on all the pages by the authorised representatives of each of the partners and should invariably be witnessed.

3. This Deed of Joint Undertaking duly certified by the Company Secretary shall be submitted alongwith the bid. Further, the Deed of Joint Undertaking attested by Notary Public of the place(s) of the respective executant(s) or registered with the Indian Embassy/High Commission in that country shall be submitted by the bidder within ten (10) days from the date of intimation of post-bid discussion.

4. In the event the Bidder is a Manufacturer and the Collaboration is between Collaborator and the Bidder, then the Joint deed of undertaking shall be modified accordingly.

5. *****The name(s) of equipment for which Joint deed of undertaking is to be submitted is to be inserted viz.,220kVGIS & 400kV GIS etc.

6. The manufacturer may be having ongoing collaboration agreement or had collaboration agreement in the past with the collaborator.

FORM 22. FORM OF DEED OF JOINT UNDERTAKING TO BE EXECUTED BY THE BIDDER/CONTRACTOR ALONGWITH INDIAN GIS MANUFACTURER WHO HAS BEEN ASSOCIATED FOR SOURCING OF GIS EQUIPMENT
[STIPULATED IN CLAUSE NO. 1.4(iii), ROUTE-4, OF ANNEXURE-A (BDS)]

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

This DEED OF UNDERTAKING executed this ..... day of..... Two Thousand ..... by M/s....., a Company incorporated under ..... having its Registered Office at ..... hereinafter called the "Bidder/Contractor" which expression shall include its successors, administrators, executors and permitted assigns and M/s. ……, registered under the Indian Companies Act of 1956 or 2013, as the case may be, and having its Registered Office at ..... hereinafter called the "**GIS Manufacturer**" which expression shall include its successors, administrators, executors and permitted assigns, in favour of …….. *(insert names of the Employer)* …….., a Company incorporated under the Indian Companies Act of 1956 having its registered office at …….*(insert registered address of the Employer)*…… (hereinafter called the "Employer" which expression shall include its successors, executors and permitted assigns)
WHEREAS the "Employer" invited Bid as per its Specification No. ……. for the execution of …. *(insert name of the package alongwith project name)* ……

AND WHEREAS Clause No. …….., Section ……, of ……, Vol.–… forming part of the Bidding Documents inter-alia stipulates that the Bidder can also participate provided the Bidder meets the requirement and associates with a **Indian** GIS manufacturer for sourcing of GIS equipment, who meets the stipulated requirement of Annexure-A (BDS) and submits a Manufacturer Authorization Form (MAF) confirming that a legally enforceable Joint deed of Undertaking shall be executed at the time of signing of contract in which the Bidder/Contractor and its **GIS Manufacturer** shall undertake to be jointly and severally bound and responsible for the successful performance of the GIS Equipment (s) under the Contract.

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

AND WHEREAS the Bidder and **GIS Manufacturer** are therefore executing this irrevocable Deed of Joint Undertaking that they shall be held jointly and severally liable and bound unto the Employer for successful performance of the GIS Equipment (s) of the Contract fully meeting the stipulated technical requirements, guaranteed parameters and characteristics as per the Contract.

NOW THEREFORE, THIS UNDERTAKING WITHNESSETH AS UNDER:

1.0 In consideration of the award of Contract by the Employer to the Bidder / Contractor (hereinafter referred to as the "Contract") we, the Bidder/Contractor and the **GIS Manufacturer** do hereby agree and undertake that we shall be jointly and severally responsible to the Employer for design, erection, testing and commissioning of complete GIS Equipment(s) under the Contract and perform all obligations including the technical guarantee for the GIS Equipment(s) being supplied by us.

2.0 In case of any breach of the Contract committed by the Contractor, we, the **GIS Manufacturer** do hereby undertake, declare and confirm that we shall be fully responsible for design, manufacturing, erection, testing and commissioning of complete GIS Equipment (s) being supplied by us under the Contract and undertake to carry out all obligation and responsibilities under this Deed of Joint Undertaking in order to discharge the Contractor's obligations and responsibilities stipulated in the Contract with respect to GIS Equipment (s)

being supplied by us under the Contract. Further, if the Employer sustains any loss or damage on account of any breach with respect to GIS Equipment (s) being supplied by us under the Contract, we, the **GIS Manufacturer** and the Contractor jointly and severally undertake to promptly indemnify, and pay such losses/damages caused to the Employer on its written demand without any demur, reservation, contest or protest in any manner whatsoever.

3.0 Without in any way affecting the generality and total responsibility in terms of this Deed of Undertaking, the Bidder/Contractor hereby agrees to ensure the following:

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

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

(iii) In the event the **GIS Manufacturer** and the Contractor fail to demonstrate successful performance of GIS Equipment (s), the **GIS Manufacturer** and the Contractor shall promptly carry out all the corrective measures at their own expenses and shall promptly provide corrected designs to the Employer.

(iv) The Contractor and **GIS Manufacturer** will be fully responsible for the quality of all equipment/main assemblies/components manufactured at their works or at their vendor's works or fabricated/constructed at site, and their repairs or replacement if necessary for incorporation on the switchyard with respect to GIS Equipment (s) of the Contract and timely delivery thereof the meet the completion schedule under the Contract.

(v) In case of any issue related to failure and repair of GIS equipment, the Bidder / Contractor and the **GIS Manufacturer** shall ensure the following:

a. The **GIS Manufacturer**'s Service Engineer(s) shall be deputed to concerned site within 24 Hours plus actual journey time to attend the problem after receiving the information of the same from Employer.

b. The **GIS Manufacturer** shall ensure readily availability in their Indian works at least one no. of each type of GIS Module used in the installation under the Contract.

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

5.0 We further agree that this undertaking shall be without any prejudice to the various liabilities and obligations of the Contractor, under the Contract.

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

IN WITNESS WHEREOF the Contractor and the **GIS Manufacturer** have through their Authorized Representatives executed these presents and affixed common seals of their respective Companies on the day, month and year first above mentioned.

WITNESS	[For Contractor]
Signature …….	(Signature of the authorized representative)
Name ……..	Name ……..
Office Address …….	Common Seal of Company …...…….
WITNESS	[For **GIS Manufacturer**]
Signature …….	(Signature of the authorized representative)
Name ……..	Name ……..
Office Address …….	Common Seal of Company …...…….

Note:

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

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

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

Bank Guarantee No. …… Date.....

NOA/Contract No.....

……..[Name of Contract]…….

To: *[Name and address of the Employer]*

Dear Ladies and/or Gentlemen,

We refer to the Contract ("the Contract")

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

(or)

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

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

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

Deed of Undertaking equivalent to (10%) ten Percent of the Ex-works cost of …… @..... to be supplied by the Manufacturer/Contractor under the Contract, in addition to Contract Performance Guarantee equivalent to 10% (ten Percent*)* of the value of the Contract to be provided by the Contractor for the faithful performance of the entire Contract.

By this letter we, the undersigned, ……*(insert name & address of the issuing bank)* ……, a Bank (or Company) organized under the laws of ..... and having its Registered/Head Office at …..…….*(insert address of registered office of the bank)* ……..... do hereby irrevocably guarantee payment to you up to …….. i.e., **ten Percent (10%)** of the Ex-works cost of ……@..... to be supplied by the Manufacturer/Contractor under the Contract until ninety (90) days beyond the Defect Liability Period i.e., upto and inclusive of ……. *(dd/mm/yy)*.

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

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

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

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

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

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

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

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

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed _____ (*value in figures*)_____ [_____ (*value in words*)_____].

2. This Bank Guarantee shall be valid upto _____*(validity date)*_____.

3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before _____ (*validity date*) _____."

For and on behalf of the Bank

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

Signature_____

Name_____

Designation_____

POA Number_____

Contact Number(s): Tel._____Mobile_____

Fax Number_____
email _____
Common Seal of the Bank_____
Witness:
Signature_____

Name_____

Address_____

Contact Number(s): Tel._____Mobile_____

email _____

Note :

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.

2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.

3. @ Insert name of the Equipment

4. # Applicable when the Contractor is not manufacturing the equipment himself.

5. The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph regarding applicability of ICC publication No: 758, the following may be added at the end of the proforma of the Bank Guarantee [*i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee*]:
"This Guarantee is subject to Uniform Rules for Demand Guarantee, ICC publication No. 758 except that article 15(a) is hereby excluded."

6. At the time of issuance of the Bank Guarantee (including its extensions) through SFMS facility, the issuing bank will input the IFSC code of Beneficiary Bank as mentioned at GCC clause 9.4 in SCC in their Trade Finance Portal.

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

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

FORM 23 (b). FORM OF INSURANCE SURETY BOND FOR CONTRACT PERFORMANCE

(TO BE SUBMITTED BY COLLABORATOR / PARENT/ PRINCIPAL COMPANY)

(To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No.: .....…
Date: .....……...

NOA/Contract No.....

……..*[Name of Contract]*……

To: *[Name and address of the Employer]*

Dear Ladies and/or Gentlemen,

We refer to the Contract ("the Contract")

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

(or)

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

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

Whereas, the Contractor has agreed to supply the ……..@..... #[manufactured by M/s. ..... (*Name of Manufacturer*) ....., having its Principal place of business at ……....(*Address of Manufacturer*) ..... and Registered Office at ……..... (*Registered address of Manufacturer*) ..... (hereinafter referred to as the "Manufacturer"] in collaboration with M/s. ..... (*Name of Collaborator/Parent/Principal Company*) ....., having its Principal place of business at ……....(*Address of Collaborator/ Parent/Principal Company*) ..... and Registered Office at ……....(*Registered address of Collaborator/ Parent/Principal Company*) ..... (hereinafter referred to as the "Collaborator/ Parent/Principal Company"), as a pre-requisite for qualification of the Bidder/Contractor and have submitted a deed of joint undertaking declaring that they are jointly and severally bound and responsible for the successful performance of the said equipment in accordance with the Contract Specifications and that the Collaborator/ Parent/Principal Company having agreed to furnish a Contract Performance Guarantee for the faithful performance/compliance of the Deed of Undertaking equivalent to **10% (Ten Percent)** of the Ex-works cost of …… @..... to be supplied by the Manufacturer/Contractor under the Contract, in addition to

Contract Performance Guarantee equivalent to **10% (Ten Percent)** of the value of the Contract to be provided by the Contractor for the faithful performance of the entire Contract.

By this letter we, the undersigned, ……*(insert name & address of the* **Insurer***)* ……, a **Insurer** (or Company) organized under the laws of ..... and having its Registered/Head Office at …..…….*(insert address of registered office of the* **Insurer***)* ……..... do hereby irrevocably guarantee payment to you up to …….. i.e., **10% (Ten Percent)** of the Ex-works cost of ……@..... to be supplied by the Manufacturer/Contractor under the Contract until ninety (90) days beyond the Defect Liability Period i.e., upto and inclusive of ……. *(dd/mm/yy)*.

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

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

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

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

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

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

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

No action, event or condition which by any applicable law should operate to discharge us from liability hereunder shall have any effect and we hereby waive any right we may have to

apply such law so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

Notwithstanding anything contained herein:

1. Our liability under this **Insurance Surety Bond** shall not exceed _____ (*value in figures*)_____ [_____ (*value in words*)_____].

2. This **Insurance Surety Bond** shall be valid upto _____*(validity date)*_____.

3. We are liable to pay the guaranteed amount or any part thereof under this **Insurance Surety Bond** only & only if we receive a written claim or demand on or before _____ (*validity date*) _____."

For and on behalf of the **Insurer**

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

Signature_____

Name_____

Designation_____

POA Number_____

Contact Number(s): Tel._____Mobile_____

Fax Number_____
email _____
Common Seal of the Bank_____
Witness:
Signature_____

Name_____

Address_____

Contact Number(s): Tel._____Mobile_____

email _____

Note :

1. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

2. The Insurance Surety Bond shall be signed on all the pages by the Insurer Authorities and should invariably be witnessed.

3. @ Insert name of the Equipment

4. # Applicable when the Contractor is not manufacturing the equipment himself.

5. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.

6. The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

7. While getting the Insurance Surety Bond issued, Contractors/ Suppliers are required to ensure compliance to the points mentioned in Form of Insurance Surety Bond.

28(c). FORM OF BANK GUARANTEE FOR CONTRACT PERFORMANCE (TO BE SUBMITTED BY COLLABORATOR / PARENT/ PRINCIPAL COMPANY)
(Applicable in case award is placed by POWERGRID on behalf of SPV)

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

Bank Guarantee No. …… Date.....

NOA/Contract No.....

……..*[Name of Contract]*……

To:
Power Grid Corporation of India Limited,
`Saudamini', Plot No.-2, Sector-29,
Gurugram (Haryana) - 122001

Dear Ladies and/or Gentlemen,

We refer to the Contract ("the Contract")

vide notification of award issued on ..... *(insert date of the notification of award)* ….by M/s. Power Grid Corporation of India Ltd., having its Registered Office at B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi – 110 016 ("the Employer"/"POWERGRID") on behalf of ..... (*Name of the SPV*) ..... (hereinafter referred to as 'Owner') to M/s ..... *(Name of Contractor)* .....,

(or)

signed on .....*(insert date of the Contract)* …..... between M/s. Power Grid Corporation of India Ltd., having its Registered Office at B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi – 110 016 ("the Employer"/"POWERGRID") on behalf of ..... (*Name of the SPV*) ..... (hereinafter referred to as 'Owner'), and M/s ..... *(Name of Contractor)* .....,

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

Whereas, the Contractor has agreed to supply the ……..@..... #[manufactured by M/s. ..... (*Name of Manufacturer*) ....., having its Principal place of business at ……....(*Address of Manufacturer*) ..... and Registered Office at ……..... (*Registered address of Manufacturer*) ..... (hereinafter referred to as the "Manufacturer"] in collaboration with M/s. ..... (*Name of*

Collaborator/Parent/Principal Company) ....., having its Principal place of business at ……....(*Address of Collaborator/ Parent/Principal Company*) ..... and Registered Office at ……....(*Registered address of Collaborator/ Parent/Principal Company*) ..... (hereinafter referred to as the "Collaborator/ Parent/Principal Company"), as a pre-requisite for qualification of the Bidder/Contractor and have submitted a deed of joint undertaking declaring that they are jointly and severally bound and responsible for the successful performance of the said equipment in accordance with the Contract Specifications and that the Collaborator/ Parent/Principal Company having agreed to furnish a Contract Performance Guarantee for the faithful performance/compliance of the Deed of Undertaking equivalent to (10%) ten Percent of the Ex-works cost of …… @..... to be supplied by the Manufacturer/Contractor under the Contract, in addition to Contract Performance Guarantee equivalent to 10% (ten Percent) of the value of the Contract to be provided by the Contractor for the faithful performance of the entire Contract.

By this letter we, the undersigned, ……*(insert name & address of the issuing bank)* ……, a Bank (or Company) organized under the laws of ..... and having its Registered/Head Office at …..…….*(insert address of registered office of the bank)* ……..... do hereby irrevocably guarantee payment to **the Owner / Employer** up to …….. i.e., **ten Percent (10%)** of the Ex-works cost of ……@..... to be supplied by the Manufacturer/Contractor under the Contract until ninety (90) days beyond the Defect Liability Period i.e., upto and inclusive of ……. *(dd/mm/yy)*.

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

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

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

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

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

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

This Guarantee may be assigned in the name of the Owner ..... (*Name of the SPV*) ....., your affiliates and in such case, the Owner/ Employer shall inform the Bank in writing.

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

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

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed _____ (*value in figures*)_____ [_____ (*value in words*)_____].

2. This Bank Guarantee shall be valid upto _____*(validity date)*_____.

3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before _____ (*validity date*) _____."

For and on behalf of the Bank

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

Signature_____

Name_____

Designation_____
POA Number_____
Contact Number(s): Tel._____Mobile_____

Fax Number_____
email _____
Common Seal of the Bank_____
Witness:
Signature_____
Name_____
Address_____

Contact Number(s): Tel._____Mobile_____

email _____

Note :

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.

2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.

3. @ Insert name of the Equipment

4. # Applicable when the Contractor is not manufacturing the equipment himself.

5. The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph regarding applicability of ICC publication No: 758, the following may be added at the end of the proforma of the Bank Guarantee [*i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee*]:
"This Guarantee is subject to Uniform Rules for Demand Guarantee, ICC publication No. 758 except that article 15(a) is hereby excluded."

6. At the time of issuance of the Bank Guarantee (including its extensions) through SFMS facility, the issuing bank will input the IFSC code of Beneficiary Bank as mentioned at GCC clause 9.4 in SCC in their Trade Finance Portal.

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

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

28 (g). FORM OF INSURANCE SURETY BOND FOR CONTRACT PERFORMANCE (TO BE SUBMITTED BY COLLABORATOR / PARENT/ PRINCIPAL COMPANY)

(Applicable in case award is placed by POWERGRID on behalf of SPV)

(To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No.: .....…
Date: .....……...

NOA/Contract No.....

……..*[Name of Contract]*……

To:
Power Grid Corporation of India Limited,
`Saudamini', Plot No.-2, Sector-29,
Gurugram (Haryana) - 122001

Dear Ladies and/or Gentlemen,

We refer to the Contract ("the Contract")

vide notification of award issued on ..... *(insert date of the notification of award)* ….by M/s. Power Grid Corporation of India Ltd., having its Registered Office at B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi – 110 016 ("the Employer"/"POWERGRID") on behalf of ..... (*Name of the SPV*) ..... (hereinafter referred to as 'Owner') to M/s ..... *(Name of Contractor)* .....,

(or)

signed on .....*(insert date of the Contract)* …..... between M/s. Power Grid Corporation of India Ltd., having its Registered Office at B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi – 110 016 ("the Employer"/"POWERGRID") on behalf of ..... (*Name of the SPV*) ..... (hereinafter referred to as 'Owner'), and M/s ..... *(Name of Contractor)* .....,

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

Whereas, the Contractor has agreed to supply the ……..@..... #[manufactured by M/s. ..... (*Name of Manufacturer*) ....., having its Principal place of business at ……....(*Address of Manufacturer*) ..... and Registered Office at ……..... (*Registered address of Manufacturer*) ..... (hereinafter referred

to as the "Manufacturer"] in collaboration with M/s. ..... (*Name of Collaborator/Parent/Principal Company*) ....., having its Principal place of business at ……....(*Address of Collaborator/ Parent/Principal Company*) ..... and Registered Office at ……....(*Registered address of Collaborator/ Parent/Principal Company*) ..... (hereinafter referred to as the "Collaborator/ Parent/Principal Company"), as a pre-requisite for qualification of the Bidder/Contractor and have submitted a deed of joint undertaking declaring that they are jointly and severally bound and responsible for the successful performance of the said equipment in accordance with the Contract Specifications and that the Collaborator/ Parent/Principal Company having agreed to furnish a Contract Performance Guarantee for the faithful performance/compliance of the Deed of Undertaking equivalent to 10% (Ten Percent) of the Ex-works cost of …… @..... to be supplied by the Manufacturer/Contractor under the Contract, in addition to Contract Performance Guarantee equivalent to 10% (Ten Percent) of the value of the Contract to be provided by the Contractor for the faithful performance of the entire Contract.

By this letter we, the undersigned, ……*(insert name & address of the* **Insurer***)* ……, a **Insurer** (or Company) organized under the laws of ..... and having its Registered/Head Office at …..…….*(insert address of registered office of the* **Insurer***)* ……..... do hereby irrevocably guarantee payment to **the Owner / Employer** up to …….. i.e., **10% (Ten Percent)** of the Ex-works cost of ……@..... to be supplied by the Manufacturer/Contractor under the Contract until ninety (90) days beyond the Defect Liability Period i.e., upto and inclusive of ……. *(dd/mm/yy)*.

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

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

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

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

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

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

This Insurance Surety Bond may be assigned in the name of the Owner ..... (*Name of the SPV*) ....., your affiliates and in such case, the Owner/ Employer shall inform the Bank in writing.

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

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

Notwithstanding anything contained herein:

1. Our liability under this **Insurance Surety Bond** shall not exceed _____ (*value in figures*)_____ [_____ (*value in words*)_____].

2. This **Insurance Surety Bond** shall be valid upto _____*(validity date)*_____.

3. We are liable to pay the guaranteed amount or any part thereof under this **Insurance Surety Bond** only & only if we receive a written claim or demand on or before _____ (*validity date*) _____."

For and on behalf of the **Insurer**

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

Signature_____

Name_____

Designation_____
POA Number_____
Contact Number(s): Tel._____Mobile_____
Fax Number_____
email _____
Common Seal of the Bank_____
Witness:
Signature_____
Name_____
Address_____

Contact Number(s): Tel._____Mobile_____

email _____

Note :

1. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

2. The Insurance Surety Bond shall be signed on all the pages by the Insurer Authorities and should invariably be witnessed.

3. @ Insert name of the Equipment

4. # Applicable when the Contractor is not manufacturing the equipment himself.

3. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.

4. The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

5. While getting the Insurance Surety Bond issued, Contractors/ Suppliers are required to ensure compliance to the points mentioned in Form of Insurance Surety Bond.

INDEMNIFICATION AGREEMENT

This Indemnification Agreement is executed at [●] on this the [●] day of [●] 2026

BY AND BETWEEN

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

AND

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

"FIRST PARTY", and "SECOND PARTY" are individually referred to as "Party" and collectively as "Parties".

WHEREAS

(A) The First Party is planning to bid for (Employer) enquiry no. **CC/T/W-GIS/DOM/A02/26/10099** for the execution of **Pre-Bid Tie up of 765kV GIS New Sub-station Package - SS 178T(Including AIS Extension) for: (a) Establishment of 765kV GIS at 765/400 kV Sub-station near PANIPAT and (b) Extension of 765 kV Pallu(AIS) Sub-Station associated with "Transmission scheme for evacuation of power as part of Rajasthan REZ Ph-IV (Part-6: 6GW) (Bikaner Complex) (Bikaner V: 6GW) – Part B" through TBCB route prior to Rfp bid submission by POWERGRID to BPC** (hereinafter referred to as "**The Project**").

(B) As per Clause No. 1 of Annexure A of BDS, Section III, of Vol.– I forming part of the Bidding Documents, the First Party meets the requirement under route 4 and the Second Party meets the requirements under route 1/2/3 for 765 kV GIS Scope.

(C) In order to participate in the bidding process, The First Party has invited a tender from the qualified GIS manufacturers with a proposal to declare the Second Party as an associate for Design, Manufacture, Supply & Supervision of Erection, Testing & Commissioning of 765 kV Gas Insulated Switchgear (**GIS**) and accessories for execution of the Project.

(D) The Second Party has agreed to the said proposal and submitted its bid to the first party. The first party selected the second party as the qualified associate through their standard tendering process.

(E) In line with the POWERGRID's tender qualifying requirements, for GIS manufacturer to quote as an associate, the associate has to sign a Joint Deed of Undertaking (**JDU**) with the First Party (**Attached as Annexure – 1 with the present agreement**). As per Clause 2 of the JDU, the Associate has to undertake to

be jointly and severally liable and bound unto the Employer for successful performance of the GIS portion of the Contract along with the EPC bidder.

(F) The Parties have therefore agreed that the First Party, as the EPC contractor/Sole Bidder, shall be solely responsible for Supply, Civil and Services portion defined in bidding document by POWERGRID, whereas the scope of the Second Party shall be limited only to Design, Manufacture, Supply and Supervision of Erection, Testing and Commissioning of GIS. The clear responsibility of individual Parties, in terms of the POWERGRID tender, shall form integral part of this Indemnification Agreement. The scope of work of the parties is annexed to this Indemnification Agreement and marked as **Annexure-2.**

(G) The Parties have agreed to execute this Indemnification Agreement in order to safeguard each other against any loss or damage arising out of any demands/disputes/claims/litigation, etc. that may be raised by POWERGRID or their representatives owing to of any shortfall or deficiency in work carried out by the parties in their respective scope of work as per Annexure-2 during the execution of the Project.

(H) Accordingly, the parties now wish to set out the mutual responsibilities towards each other arising out of their scope of work as delineated in Annexure-2 before, during, and after the execution of the Project.

(I) The Parties agree, confirm, undertake and certify that they have all the requisite approvals and permissions including approval of their respective Boards and there is nothing restricting them to execute this Indemnification Agreement and its enforceability under the applicable laws of India.

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

1. The above Preamble/Recital shall be considered as an integral part of this Indemnification Agreement.

2. The First Party undertakes and agrees that in the event of the contract being awarded to the First Part (as sole bidder under Route-4 category of POWERGRID), the Second Party shall not be liable to POWERGRID for any breach committed by the First Party in relation to the First Party's scope of work in terms of the requirements mentioned in Clause 2 of the JDU.

3. The Second Party undertakes and agrees that in the event of the contract being awarded to the First Part (as sole bidder under Route-4 category of POWERGRID), the First Party shall not be liable to POWERGRID for any breach committed by the Second Party in relation to the Second Party's scope of work in terms of the requirements mentioned in Clause 2 of the JDU.

4. The First Party undertakes and agrees not to carry out any obligations and responsibilities under the JDU in order to discharge the obligations and responsibilities of the Second Party stipulated in the Contract/Tender with respect to Second Party's scope of work related to Design, Manufacture, Supply & Supervision of Erection, Testing & Commissioning of 765 kV GIS and accessories and more particularly delineated in Annexure-2.

5. The Second Party undertakes and agrees not to carry out any obligation and responsibilities under the JDU in order to discharge the obligations and responsibilities of the First Party stipulated in the Contract/Tender with respect to First Party's scope of work related to remaining Supply, Civil and Services Portion and more particularly delineated in Annexure-2.

6. The First Party hereby irrevocably undertakes and agrees to indemnify and hold the Second Party harmless from and against all actions, proceedings, claims, liabilities, penalties, demands, litigations, costs and losses whatsoever, incurred or suffered or to be incurred or to be suffered by the Second Party on account of any shortfall or deficiency in work carried out by the First Party in its scope as per Annexure-2 during the execution of the Project.

7. The Second Party hereby irrevocably undertakes and agrees to indemnify and hold the First Party harmless from and against all actions, proceedings, claims, liabilities, penalties, demands, litigations, costs and losses whatsoever, incurred or suffered or to be incurred or to be suffered by the First Party on account of any shortfall or deficiency in work carried out by the Second Party in its scope as per Annexure-2 during the execution of the Project.

8. The First Party and Second Party jointly agree to safeguard each other against any loss or damage arising out of any demands/disputes/claims/litigation, etc. that may be raised by POWERGRID or their representatives owing to of any shortfall or deficiency in work carried out by the parties in their respective scope of work as per Annexure-2 during the execution of the Project.

9. All or any dispute, controversy, claim or disagreement arising out of or touching upon or in relation to the terms of this Indemnification Agreement, breach, invalidity, including the interpretation and validity thereof and the respective rights and obligations of the Parties hereof, shall be referred to arbitration which shall be governed by the Arbitration and Conciliation Act, 1996. The Parties shall mutually appoint a sole arbitrator to resolve the dispute or differences, failing which it shall be appointed in accordance with Arbitration and Conciliation Act, 1996. The venue of arbitration shall be New Delhi. The arbitration proceedings shall be conducted as per laws of India and under the Arbitration and Conciliation Act, 1996 in India. The arbitration proceedings shall be conducted in the English language. The costs of the arbitration shall be shared by the Parties equally. The award passed by the Sole Arbitrator shall be final, binding and conclusive between the Parties.

10. This Indemnification Agreement shall be interpreted and governed in all respects by the laws of India and the Courts at New Delhi shall have the exclusive jurisdiction to entertain and try any dispute or matter relating to or arising out of this Indemnification Agreement.

11. If any provision of this Indemnification Agreement is invalid or unenforceable or prohibited by law, it shall be treated for all purposes as severed from this Indemnification Agreement and ineffective to the extent of such invalidity or unenforceability, without affecting in any manner the remaining provisions hereof, which shall continue to be valid and binding.

12. This Indemnification Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof. No variation of this Indemnification Agreement shall be binding on any of the Parties unless, and to the extent that such variation is recorded in a written document executed amongst the Parties.

13. This Indemnification Agreement is intended to inure for the benefit of both the Parties and this Indemnification Agreement shall be binding on both the Parties.

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

    Give Address; emails; fax details

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

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

Witnesses:

1.

For, Bharat Heavy Electricals Limited
(First Party)

_____
(Authorized Representative)

2.

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

_____
(Authorized Representative)

ANNEXURE-1 to Indemnification Agreement: FORM OF DEED OF JOINT UNDERTAKING TO BE EXECUTED BY THE BIDDER/CONTRACTOR ALONGWITH INDIAN GIS MANUFACTURER.

ANNEXURE-2 to Indemnification Agreement

Division of Scope between "FIRST PARTY" and "SECOND PARTY"

Scope of Second Party (Associate / GIS OEM)

Design, Manufacture, Supply (incl. F&I), Testing & Commissioning, Supervision of Erection, and Warranty/Guarantee Obligations for items as per attached "**ANNEXURE_BOQ_SS178T" and BHEL Technical Specifications** or any subsequent amendment of the same issued by BHEL in line with requirement of M/s POWERGRID tender.

ANNEXURE_BOQ_SS178T to be furnished by TBEM

Scope of First Party (BHEL)

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

Attachment-8(B)

Pre-Bid Tie up of 765kV GIS New Sub-station Package - SS 178T(Including AIS Extension) for: (a) Establishment of 765kV GIS at 765/400 kV Sub-station near PANIPAT and (b) Extension of 765 kV Pallu(AIS) Sub-Station associated with "Transmission scheme for evacuation of power as part of Rajasthan REZ Ph-IV (Part-6: 6GW) (Bikaner Complex) (Bikaner V: 6GW) – Part B" through TBCB route prior to Rfp bid submission by POWERGRID to BPC; Specification No : CC/T/W-GIS/DOM/A02/26/10099

(Manufacturer's Authorization Form)

(On GIS Manufacturer's Letterhead, see Clause 1.4 (iii) of Annexure-A, BDS of Volume-I of the Bidding Document)

To: [Insert: name of Employer]

Dear Ladies and/or Gentlemen,

WE *[insert:* ***name of GIS Manufacturer****]* who are established and reputable manufacturers of GIS equipment having production facilities at *[insert:* ***address of factory****]* do hereby authorize *[insert:* ***name & address of Bidder****]* (hereinafter, the "Bidder") to submit a bid, and subsequently negotiate and sign the Contract with you against IFB for *[insert****: title and reference number of Invitation for Bids****]* including the above GIS equipment produced by us.

We understand that the Bidder is participating in the IFB proposing to meet the stipulated qualifying requirement inter-alia considering our technical experience in GIS manufacturing as per Clause No..... [Insert: ***relevant clause detailing the technical experience criteria met by the GIS manufacturer***] of Annexure-A (BDS) and in the event of award on the Bidder, we shall manufacture and supply the GIS equipment as per the terms and conditions of the contract entered between you and the Bidder.

We also hereby declare that we and [I*nsert:* ***name of the Bidder****]* have entered into a formal relationship and we shall submit a Joint deed of undertaking as per format enclosed at Form No.22, Section-VI, Vol-I of bidding document at the time of signing of contract between [insert ***name of Employer***] and [insert Name of Bidder] for *[insert****: title and reference number of Invitation for Bids****]*.

We hereby extend our full guarantee and warranty, availability of spares for the above specified plant & equipment materials or other goods offered supporting the supply, installation and achieving of Operational Acceptance of the plant by the Bidder against these Bidding Documents and duly authorize said Bidder to act on our behalf in fulfilling these guarantee and warranty, spare obligations.

For and on behalf of the Manufacturer

Signed: _____
Date: _____

In the capacity of *[insert:* ***title of position or other appropriate designation****]* and this should be signed by a person having the power of attorney to legal bind the manufacturer.

Date:.....

Place:..... (Signature).....
.....

(Printed Name).....

Attachment-8(B)

(Designation).....
(Common Seal).....

Note 1. The letter of Undertaking should be on the letterhead of the Manufacturer and should be signed by a person competent and having Power of Attorney to legally bind the Manufacturer. It shall be included by the bidder in its bid.

2. Above undertaking shall be registered or notarized so as to be legally enforceable.

3. QR Credential of the manufacturer of offered GIS has been submitted along with the bid.

BHARAT HEAVY ELECTRICALS LTD.
(TRANSMISSION BUSINESS GROUP)

GENERAL TERMS AND CONDITIONS FOR TENDER ENQUIRY / CONTRACT

This is to be submitted duly signed by bidder in original (NOT REQUIRED FOR ENQUIRY THROUGH E-PROCURMENT MODE). Clause-wise deviations and / or additional conditions / clarifications, if any, are to be brought out clearly in "Schedule of Commercial Deviation". Deviations and / or additional conditions / clarifications, if any, mentioned elsewhere in the bid / offer, shall not be considered.

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

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

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

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	b) Freight: Freight for door delivery up to destination / site / store are to be quoted separately. c) Insurance: Insurance for door delivery up to destination / site / store are to be quoted separately. d) Type Test Charges: If asked in the technical specification, it is to be quoted separately for each test. e) Charges for Supervision of Erection, Testing & Commissioning (ETC) at Site: To be quoted separately if specified in NIT/Price Schedule. f) Charges for Testing & Commissioning at Site: To be quoted separately if specified in NIT/Price Schedule. g) Charges for Erection, Testing & Commissioning at Site: To be quoted separately if specified in NIT/Price Schedule. h) Training Charges: To be quoted separately if specified in NIT/Price Schedule. 2.4 **GST rates** along with HSN/SAC code as applicable on Sr No (a) to (h) above is to be mentioned separately in percentage in both un-priced bid and price bid. Note : i) Unless otherwise specified in the NIT, the purchase order shall be placed on Ex-works basis for Indian bidders. ii) Prices quoted by Indian bidders shall be in Indian Rupees only. iii) In case Supervision of Erection, Testing & Commissioning (ETC) at Site or Testing & Commissioning at Site or Erection, Testing & Commissioning at Site is also in scope of the bidder along with supply, bidder has to ensure that prices quoted for such services also are in line with special terms & conditions of the NIT, if any. iv) Unless otherwise specified in the NIT, Unloading at Site / Destination shall not be in the scope of the supplier. v) Prices in respect of Sr No (a) to Sr No (h) of Clause 2.3 above are to be quoted inclusive of all taxes & Duties, charges. Levies, royalty etc. if any, excluding GST.
3.	**TERMS OF PAYMENT :** 3.1 **For Supply only in scope of the supplier** 100% of payment within 60 days from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows : · LR / GR duly endorsed by BHEL Site Official. · Material Receipt Certificate issued by BHEL Site Official. . GST Compliant Tax Invoice · Packing List (Case-wise) · Copy of Transit Insurance Certificate from underwriters. · Material Inspection Clearance Certificate (MICC) issued by BHEL Quality Management · Guarantee Certificate · Copy of Performance Bank Guarantee (PBG) · Certificate of acceptance of Type Test Reports issued by BHEL Engineering

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	Management wherever specifically mentioned in the Purchase Order. 3.2 **For Supply where Supervision of Erection, Testing & Commissioning (ETC) at Site is in scope of the supplier or Supply where Testing & Commissioning at Site is in scope of the supplier** a) 95% of payment within 60 days from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows : · LR / GR duly endorsed by BHEL Site Official. · Material Receipt Certificate issued by BHEL Site Official. . GST Compliant Tax Invoice · Packing List (Case-wise) · Copy of Transit Insurance Certificate from underwriters. · Material Inspection Clearance Certificate (MICC) issued by BHEL Quality Management · Guarantee Certificate · Copy of Performance Bank Guarantee (PBG) · Certificate of acceptance of Type Test Reports issued by BHEL Engineering Management wherever specifically mentioned in the Purchase Order. b) 5% of payment within 60 days from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows : · Certificate of successful completion of Supervision of Erection, Testing & Commissioning at Site if it is in the scope of the supplier or Certificate of successful completion of Testing & Commissioning at Site if it is in the scope of the supplier. · Certificate of completion of final documentation as per Purchase Order / Technical Specification issued by BHEL Engineering Management 3.3 **For Supply where Erection, Testing & Commissioning (ETC) at Site is in scope of the supplier** a) 90% of payment within 60 days from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows : · LR / GR duly endorsed by BHEL Site Official. · Material Receipt Certificate issued by BHEL Site Official. · GST Compliant Tax Invoice · Packing List (Case-wise) · Copy of Transit Insurance Certificate from underwriters. · Material Inspection Clearance Certificate (MICC) issued by BHEL Quality Management · Guarantee Certificate · Copy of Performance Bank Guarantee (PBG) · Certificate of acceptance of Type Test Reports issued by BHEL Engineering Management wherever specifically mentioned in the Purchase Order b) 10% of payment within 60 days from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows : · Certificate of successful completion of Erection, Testing & Commissioning at Site issued by BHEL Site Official / Construction Management · Certificate of completion of final documentation as per Purchase Order / Technical Specification issued by BHEL Engineering Management 3.4 For Type Test Charges

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

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

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

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

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	Supplier shall send inspection call on prescribed format / web site only, with an advance notice of 15 days. Supplier to ensure submission of all routine / acceptance test reports, inspection reports and all other documents related to inspection, immediately to BHEL. BHEL representative is authorised to carry out audits along with Third Party Inspection Agency at vendor's / supplier's works before clearing the items for despatch.
11.	**DESPATCH DOCUMENTS :** Despatch documents to be immediately sent to BHEL on despatch are as follows :- • Copy of Invoice • Copy of LR / GR in case of Indian suppliers or BL / AWB in case of foreign suppliers • Copy of Packing List (Case-wise) • Copy of Transit Insurance Certificate from underwriters • Copy of Guarantee Certificate
12.	**DELIVERY PERIOD :** Delivery / Completion requirement shall be mentioned in the NIT. Bidder to specify best delivery / completion period possible in weeks from the date of LOI / PO as per activity schedule for consideration by BHEL. Time required for type test, if applicable, is to be separately indicated. Note : LR / GR date or invoice date (whichever is later) for indigenous supplies and BL / AWB date for FOB / CIF (if applicable) contracts shall be considered as delivery date.
13.	**LIQUIDATED DAMAGES FOR DELAYED DELIVERY**: In case of delay in execution of Purchase Order beyond the contractual delivery time, an amount of 0.5% of the total Purchase Order value for supply (excluding. taxes and duties as applicable) per week of delay or part thereof subject to a maximum of 10% of the total Purchase Order value for supply (excluding taxes and duties as applicable) shall be deducted as Liquidated Damages (LD). However, in case of staggered (lot-wise) contractual delivery schedule, an amount of 0.5% of the total Purchase Order value for supply (excluding. taxes and duties as applicable) per week of delay or part thereof subject to a maximum of 10% of the total Purchase Order value for supply (excluding taxes and duties as applicable) shall be deducted as Liquidated Damages (LD). Note : i) In case of any amendment / revision in P.O./WO, the LD shall be linked to the amended / revised Purchase Order / Contract value and delivery / completion time / schedule, if applicable. ii) LR / GR date or invoice date (whichever is later) for indigenous supplies and BL / AWB date for FOB / CIF (if applicable) for imported supplies shall be treated as the date of dispatch for levying LD as above. iii) However, for indigenous supply, if time period between date of receipt of material at site / destination by Site Official & the date of LR / GR or invoice (whichever is later) is more than 30 days, where distance from place of despatch as per LR / GR is upto 1000 Kms or if time period between date of receipt of material at site / destination by Site Official & the date of LR / GR or invoice (whichever is later) is more than 45 days, where distance from place of despatch as per LR / GR is

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	more than 1000 Kms, such excess period shall also be considered for LD purpose. iv) If, as per supplier, delay is not attributable to the supplier, delay analysis with documentary evidence may be submitted by the supplier at the earliest but not later than six months from the end of the financial year in which the payment is withheld. Based on the above details / documents submitted by the supplier, BHEL shall take final decision and if considered appropriate by BHEL, withheld amount (full or part as the case may be) shall be released, otherwise, full or balance withheld amount shall be treated as deduction of Liquidated Damages (LD) towards delayed delivery.
14.	**VALIDITY OF OFFER :** The offer shall be valid for 180 days from the due date of opening of tender (i.e. techno-commercial bid unless otherwise specified in the NIT). Prices of Spares, wherever they optional items, shall be valid till two years from the date of placement of PO.
15.	**ACCEPTANCE / REJECTION OF TENDER :** BHEL reserve the right to reject in full or part, any or all tender without assigning any reason thereof. BHEL also reserve right to vary the quantities as mentioned in the NIT. Acceptance of offer is subject to vendor approval by customer before opening of price bid. BHEL shall not be bound by any power of attorney granted by tenderer or by changes in composition of the firm made subsequent to award of order / contract. BHEL may however recognize such power of attorney and changes after obtaining proper legal advice, cost of which will be chargeable to the seller / contractor concerned. If the tenderer deliberately gives wrong information, BHEL reserves the right to reject such an offer at any stage or cancel the order / contract, if awarded, and forfeit the security deposit and bank guarantee.
16.	**DEVIATION :** The bids having deviation(s) w.r.t. tender are liable for rejection. However, BHEL, at its discretion, may load the prices for evaluation of offer with prior intimation to bidder.
17.	**TENDER EVALUATION :** Comparative statement shall be prepared and evaluated on total cost basis at destination/site (as per terms of NIT) considering overall quantity indicated in NIT unless contrary to same is specifically mentioned in the tender enquiry / NIT. Total cost for this purpose shall include cost of scope of work as mentioned in NIT along with applicable taxes & duties, and other services etc. (if applicable). GST input credit available to BHEL shall be reduced from prices while determining L1 status. In case all bidders are foreign & Port of Import (destination port) is same for all the bidders, evaluation of offers shall be done on CIF (Port of Import) basis. Otherwise, evaluation of offers shall be done on the basis of delivered cost at site /destination to BHEL. Further, in case of foreign bidders, marine freight & insurance are to be quoted separately & the purchase order may be placed on FOB basis with an option for delivery on CIF / CFR basis, if required, later. In case of foreign bidders, Exchange Rate (TT selling rate of State Bank of India) as on date of tender opening (Part-I Bid in case of two part bid) shall be considered. If the relevant day happens to be a bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken for tender evaluation.
18.	**LOADING CRITERIA :** List of permissible deviations & loading criteria thereof are as follows :- a) Payment Terms Base rate of SBI (as applicable on the date of bid opening / techno-commercial

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

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

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

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

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	Reverse Auction. Non-submission of "online sealed bid by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue. General Terms and Conditions of RA are available at Annexure. Business Rules for RA shall be sent to the bidders before conducting RA. Abridged Version of "Common Guidelines for Conducting Reverse Auction" may also be seen at BHEL website (www.bhel.com) on "Supplier Registration" Page & "Tender Notifications" Page.
34.	**INTEGRITY PACT :** Bidders shall have to enter into Integrity Pact with BHEL, duly signed with seal in original, if specified in NIT / RFQ failing which bidder's offer shall be liable for rejection.
35.	**TERMINATION OF CONTRACT :** BHEL shall have the right to cancel the Purchase Order / Contract without any financial implication to BHEL if vendor approval by end user / customer is withdrawn or in case of Suspension of Business Dealings with the Suppliers / Contractors by BHEL. BHEL shall have the right to cancel Purchase Order / Contract, wholly or in part, in case they are obliged to do so on account of any decline, diminution, curtailment or stoppage of their business and in that event, the Supplier's / Contractor' compensation claim shall be settled mutually. In case of cancellation of Purchase Order / Contract for main supply, all other associated Purchase Orders / Contracts like those for Mandatory Spares / Recommended Spares / Erection, Testing & Commissioning (ETC) / Supervision of ETC, if any, would also get cancelled.
36.	**SHELF LIFE** Supplier has to inform the list of the items / sub-items which have limited shelf life like consumables or those required for the first fill and shall indicate the corresponding shelf life period in the offer. Such items / sub-items shall be manufactured / despatched only after getting formal clearance from BHEL.
37.	**LIMITATION OF LIABILITY :** Notwithstanding any other provisions, except in cases of wilful misconduct and / or criminal negligence / acts, a) Neither the Supplier / Contractor nor BHEL shall be liable to the other, whether in Purchase Order / Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the Supplier / Contractor to pay Liquidated Damages to the BHEL and b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor in respect of this contract, whether under the Contract, in tort or otherwise, shall not exceed total Contract Price, provided however that this limitation shall not apply to any obligation of the Vendor to indemnify BHEL with respect to Patent Infringement or Intellectual Property Rights.
38.	**SHORTAGES / DAMAGES :** a) Against Supply only or Supply where Supervision of Erection, Testing & Commissioning (ETC) at Site or Supply where Testing & Commissioning at Site is in scope of the supplier : Any shortages and / or damages in supplies shall be supplied / replenished free of cost by the supplier as early as possible but not later than 30 days from the

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

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

Signature of Bidder (Authorized Signatory) with Date & Seal

Validate | Print | Help

Item Wise BoQ

Tender Inviting Authority: BHEL TBG NOIDA

Name of Work: Powergrid' SS178T tender (at Panipat)

Enquiry/NIT No:

Name of the Bidder/ Bidding Firm / Company :	

PRICE SCHEDULE

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

NUMBER #	TEXT #	TEXT #	NUMBER #	TEXT #	TEXT #	NUMBER #	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Item Code / Make	Quantity	Units	Quoted Currency in INR / Other Currency	Unit RATE In Figures To be entered by the Bidder in Rs. P	GST (in Percentage)	GST Amount (Unit Rate*Quantity* GST) Rs. P	Unit Freight & Insurance Charges in Rs. P	GST (in Percentage)	GST Amount on F&I (Unit Rate*Quantity*GST) Rs. P	HSN / SAC Code	TOTAL Ex-Works + F & I AMOUNT excluding GST in Rs. P	TOTAL Ex-Works + F & I AMOUNT including GST in Rs. P	TOTAL AMOUNT In Words
1	2	3	4	5	12	13	14	15	16	20	21	51	53	54	55
1.01	**ESTABLISHMENT OF 765KV GIS AT 765/400 kV Sub-station near PANIPAT** **SUPPLY- GIS : 765kV, 50KA FOR 1S, GAS INSULATED SWITCHGEAR (GIS) AS PER TS (For item sl. No. 1.01-1.12):** 800KV, 5000A, 50KA, SF6 GIS BUS BAR MODULE AS PER SECTION-PROJECT,TECHNICAL SPECIFICATION	item1	2	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
1.02	800kV, 3150A ,50kA, GIS Line feeder baymodule (with PIR) as perSection-Project, Technicalspecification	item2	9	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
1.03	800 kV, 3150A, 50kA, SF6 GIS Tie baymodule(with PIR) as perSection-Project, Technicalspecification	item3	7	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
1.04	800kV, 3150 A, 50 kA, SF6 GIS ICT feederbay module as per Section-Project,Technical specification	item4	3	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
1.05	800kV, 3150A, 50kA, SF6 GIS Auxiliarybus module for spare transformer as perSection-Project, Technicalspecification	item5	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
1.06	800kV, 3150A, 50kA, SF6 GIS Bus Reactorfeeder bay module as perSection-Project, Technicalspecification	item6	2	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
1.07	800kV, 3150A, 50kA, SF6 GIS SwitchableLine Reactor feeder bay module as perSection-Project, Technicalspecification	item7	5	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
1.08	800 KV, 3150A, 50KA, SF6 GIS AUXILIARY BUS MODULE FOR SPARE REACTOR ASPER SECTION-PROJECT, TECHNICAL SPECIFICATION	item8	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
1.09	800kV, 3000/3150 A, 50kA, Single phase, SF6 Gas Insulated Bus Duct (GIB) outside GIS Hall along with associated support structure.	item9	4680	M	INR			0.00			0.00		0.000	0.000	INR Zero Only
1.10	765KV, 3150A, 50KAFOR 1 SEC, SINGLE PHASE, SF6 TO AIR BUSHINGALONGWITH ASSOCIATED SUPPORT STRUCTURE	item10	53	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
1.11	Controlled Switching Device for 765 kV, 3-ph Circuit Breaker	item11	15	Nos.	INR			0.00			0.00		0.000	0.000	INR Zero Only
1.12	800KV, 3150A, 50KA, SF6 GIS AUXILIARY BUS MODULE FOR FUTURE SPAREREACTOR CONNECTION AS PER SECTION-PROJECT, TECHNICAL SPECIFICATION	item12	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
2.01	**SUPPLY- GIS : 765KV, SPECIAL TOOLS AND TESTING & MAINTENANCE EQUIPMENTS AS PER TS (For item sl. No. 2.01-2.05):** SF6 Gas Filling and Evacuation Plant for 800kV GIS station	item13	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
2.02	Portable Partial Discharge measurement test kitwith all necessary accessories,Industrial Grade Laptop and licensedsoftware as per Technicalspecification.	item14	1	Nos.	INR			0.00			0.00		0.000	0.000	INR Zero Only
2.03	SF6 GAS ANALYZER	item15	1	Nos.	INR			0.00			0.00		0.000	0.000	INR Zero Only
2.04	SF6 Gas Leakage Detector	item16	1	Nos.	INR			0.00			0.00		0.000	0.000	INR Zero Only
2.05	SCISSOR LIFT	item17	1	Nos.	INR			0.00			0.00		0.000	0.000	INR Zero Only
3.01	**SPARES- GIS : 765KV, 50KA FOR 1S, MANDATORY SPARES AS PER TS (For item sl. No. 3.01-3.53):** 765KV GIS-SF6 GAS PRESSURE RELIEF DEVICE ASSEMBLY OF EACH TYPE	item18	2	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
3.02	SF6 PRESSURE GAUGE CUM SWITCH /DENSITY MONITORS AND PRESSURESWITCH AS APPLICABLE, OF EACH TYPE-765KV GIS	item19	2	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only

Validate Print Help

Item Wise BoQ

Tender Inviting Authority: BHEL TBG NOIDA

Name of Work: Powergrid' SS178T tender (at Panipat)

Enquiry/NIT No:

Name of the Bidder/ Bidding Firm / Company :	

PRICE SCHEDULE

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Sl. No.	Item Description	Item Code / Make	Quantity	Units	Quoted Currency in INR / Other Currency	Unit RATE In Figures To be entered by the Bidder in Rs. P	GST (in Percentage)	GST Amount (Unit Rate*Quantity* GST) Rs. P	Unit Freight & Insurance Charges in Rs. P	GST (in Percentage)	GST Amount on F&I (Unit Rate*Quantity*GST) Rs. P	HSN / SAC Code	TOTAL Ex-Works + F & I AMOUNT excluding GST in Rs. P	TOTAL Ex-Works + F & I AMOUNT including GST in Rs. P	TOTAL AMOUNT In Words
1	2	3	4	5	12	13	14	15	16	20	21	51	53	54	55
3.03	COUPLING DEVICE FOR PRESSURE GAUGE CUM SWITCH FOR CONNECTINGGAS HANDLING PLANT OF EACH TYPE-765KV GIS	item20	2	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
3.04	RUBBER GASKETS, Ã‚â‚¬Å'OÃ‚â‚¬Â RINGS AND SEALS FOR SF6 GAS FOR GISENCLOSURE OF EACH TYPE-765KV GIS	item21	2	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
3.05	765KV GIS-MOLECULAR FILTER FOR SF6 GAS WITH FILTER BAGS (5 % OF TOTALWEIGHT)	item22	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
3.06	CONTROL VALVES FOR SF6 GAS OF EACH TYPE-765KV GIS	item23	3	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
3.07	765KV GIS-SF6 GAS (5 % OF TOTAL GAS QUANTITY)	item24	1	LOT	INR			0.00			0.00		0.000	0.000	INR Zero Only
3.08	LOCKING DEVICE TO KEEP THE DIS-CONNECTORS (ISOLATORS)AND EARTHING/FAST EARTHING SWITCHES IN CLOSE OR OPEN POSITION IN CASEOF REMOVAL OF THE DRIVING MECHANISM-765KV GIS	item25	3	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
3.09	UHF PD SENSORS OF EACH TYPE ALONG WITH BNC CONNECTOR FOR 765KV GIS	item26	2	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
3.10	765KV GIS-SUPPORT INSULATORS (GAS THROUGH) OF EACH TYPE (COMPLETE WITHMETAL RING ETC.) ALONG WITH ASSOCIATED CONTACTS AND SHIELDS	item27	2	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
3.11	765KV GIS-GAS BARRIERS OF EACH TYPE (COMPLETE WITH METAL RING ETC.)ALONG WITH ASSOCIATED CONTACTS AND SHIELDS	item28	2	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
3.12	765KV GIS- 3150A SF6 TO AIR BUSHING COMPLETE IN ALL RESPECT	item29	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
3.13	LCC SPARES - AUX. RELAYS, CONTACTORS,PUSH BUTTONS, SWITCHES, LAMPS,ANNUNCIATION WINDOWS, MCB, FUSES,TIMERS, TERMINAL BLOCKS ETC. OF EACHTYPE & RATING-765kV GIS	item30	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
3.14	765KV GIS-ONE POLE OF 3150A CIRCUIT BREAKER WITHOUT PIR WITHINTERRUPTER, MAIN CIRCUIT, ENCLOSURE AND OPERATING MECHANISM COMPLETEIN ALL RESPECT	item31	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
3.15	765KV GIS-ONE POLE OF 3150A CIRCUIT BREAKER WITH PIR WITH INTERRUPTER,MAIN CIRCUIT, ENCLOSURE AND OPERATING MECHANISM COMPLETE IN ALLRESPECT	item32	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
3.16	Trip coil assembly with resistor for765kV GIS Circuit Breaker (asapplicable)	item33	2	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
3.17	Closing coil assembly with resistor for765 kV GIS Circuit Breaker (asapplicable)	item34	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
3.18	RELAYS, POWER CONTACTORS, PUSH BUTTONS, TIMERS & MCBS ETC. (ASAPPLICABLE) OF EACH TYPE FOR 765KV GIS CIRCUIT BREAKER	item35	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
3.19	Auxiliary switch assembly of each type for 765kV GIS Circuit Breaker	item36	3	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
3.20	765KV GIS CIRCUIT BREAKER-OPERATION COUNTER	item37	3	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
3.21	765KV GIS CIRCUIT BREAKER-HYDRAULIC OPERATING MECHANISM WITH DRIVEMOTOR (FOR HYDRAULIC OPERATED MECHANISM, IF APPLICABLE)	item38	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
3.22	HYDRAULIC FILTER OF EACH TYPE (FOR HYDRAULIC OPERATED MECHANISM, IFPPLICABLE)-765KV GIS CIRCUIT BREKAER	item39	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only

Validate Print Help

Item Wise BoQ

Tender Inviting Authority: BHEL TBG NOIDA

Name of Work: Powergrid' SS178T tender (at Panipat)

Enquiry/NIT No:

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PRICE SCHEDULE

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1	2	3	4	5	12	13	14	15	16	20	21	51	53	54	55
3.23	765KV GIS CIRCUIT BREAKER- HOSE PIPE OF EACH TYPE (AS APPLICABLE) (FORHYDRAULIC OPERATED MECHANISM, IF APPLICABLE)	item40	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
3.24	765KV GIS CIRCUIT BREAKER - N2 ACCUMULATOR (FOR HYDRAULIC OPERATEDMECHANISM, IF APPLICABLE)	item41	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
3.25	VALVES OF EACH TYPE (FOR HYDRAULIC OPERATED MECHANISM, IFAPPLICABLE)-765KV GIS CIRCUIT BREKAER	item42	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
3.26	PIPE LENGTH (COPPER & STEEL) OF EACH SIZE & TYPE (FOR HYDRAULICOPERATED MECHANISM, IF APPLICABLE)-765KV GIS CIRCUIT BREKAER	item43	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
3.27	PRESSURE SWITCHES OF EACH TYPE (FOR HYDRAULIC OPERATED MECHANISM, IFAPPLICABLE)-765KV GIS CIRCUIT BREKAER	item44	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
3.28	PRESSURE GAUGE WITH COUPLING DEVICE OF EACH TYPE (FOR HYDRAULICOPERATED MECHANISM, IF APPLICABLE)-765KV GIS CIRCUIT BREKAER	item45	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
3.29	765KV GIS CIRCUIT BREAKER-HYDRAULIC OIL (5% OF TOTAL OIL QUANTITY)(FOR HYDRAULIC OPERATED MECHANISM, IF APPLICABLE)	item46	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
3.30	PRESSURE RELIEF DEVICE OF EACH TYPE (FOR HYDRAULIC OPERATED MECHANISM,IF APPLICABLE)-765KV GIS CIRCUIT BREKAER	item47	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
3.31	765KV GIS CIRCUIT BREAKER-COMPLETE SPRING OPERATING MECHANISMINCLUDING CHARGING MECHANISM ETC. (FOR SPRING OPERATED MECHANISM, IFAPPLICABLE)	item48	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
3.32	765KV GIS CIRCUIT BREAKER- COMPLETE HYDRAULIC-SPRING OPERATINGMECHANISM INCLUDING CHARGING MECHANISM ETC. (FOR HYDRAULIC-SPRINGOPERATED MECHANISM, IF APPLICABLE)	item49	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
3.33	PRESSURE SWITCHES OF EACH TYPE FOR 765KVGIS CIRCUIT BREAKER (ForHydraulic-Spring Operated Mechanism, ifapplicable)	item50	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
3.34	PRESSURE GAUGE WITH COUPLING DEVICE OF EACH TYPE (FOR HYDRAULIC-SPRINGOPERATED MECHANISM, IF APPLICABLE)-765KV GIS CIRCUIT BREKAER	item51	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
3.35	765kV GIS- Single phase of 3150Adisconnector switch including maincircuit, enclosure, driving mechanismand support insulator etc., complete inall respect	item52	2	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
3.36	765KV GIS- SINGLE PHASE MAINTENANCE EARTHING SWITCH INCLUDING MAINCIRCUIT, ENCLOSURE, DRIVING MECHANISM AND SUPPORT INSULATOR ETC.,COMPLETE IN ALL RESPECT	item53	2	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
3.37	765KV GIS - SINGLE PHASE FAST EARTHING SWITCH INCLUDING MAIN CIRCUIT,ENCLOSURE, DRIVING MECHANISM AND SUPPORT INSULATOR ETC., COMPLETE INALL RESPECT	item54	2	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
3.38	OPEN/CLOSE CONTACTOR ASSEMBLY, TIMERS, KEY INTERLOCK, INTERLOCKINGCOILS, RELAYS, PUSH BUTTONS, INDICATING LAMPS, POWER CONTACTORS,RESISTORS, FUSES, MCBS & DRIVE CONTROL CARDS ETC. (AS APPLICABLE) ONEOF EACH TYPE FOR ONE COMPLETE MOM BOX FOR 765KV GIS DISCONNECTORSWITCH	item55	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only

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Item Wise BoQ

Tender Inviting Authority: BHEL TBG NOIDA

Name of Work: Powergrid' SS178T tender (at Panipat)

Enquiry/NIT No:

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PRICE SCHEDULE

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1	2	3	4	5	12	13	14	15	16	20	21	51	53	54	55
3.39	OPEN/CLOSE CONTACTOR ASSEMBLY, TIMERS, KEY INTERLOCK, INTERLOCKINGCOILS, RELAYS, PUSH BUTTONS, INDICATING LAMPS, POWER CONTACTORS,RESISTORS, FUSES, MCBS & DRIVE CONTROL CARDS ETC. (AS APPLICABLE) ONEOF EACH TYPE FOR ONE COMPLETE MOM BOX FOR 765KV GIS MAINTENANCE EARTHSWITCH	item56	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
3.40	OPEN/CLOSE CONTACTOR ASSEMBLY, TIMERS, KEY INTERLOCK, INTERLOCKINGCOILS, RELAYS, PUSH BUTTONS, INDICATING LAMPS, POWER CONTACTORS,RESISTORS, FUSES, MCBS & DRIVE CONTROL CARDS ETC. (AS APPLICABLE) ONEOF EACH TYPE FOR ONE COMPLETE MOM BOX FOR 765KV GIS FAST EARTHINGSWITCH	item57	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
3.41	LIMIT SWITCHES AND AUX. SWITCHES FOR ONE COMPLETE MOM BOX FORDISCONNECTOR-765KV GIS	item58	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
3.42	LIMIT SWITCHES AND AUX. SWITCHES FOR ONE COMPLETE MOM BOX FORMAINTENANCE EARTHING SWITCH-765KV GIS	item59	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
3.43	LIMIT SWITCHES AND AUX. SWITCHES FOR ONE COMPLETE MOM BOX FOR FASTEARTHING SWITCH (IF APPLICABLE)-765KV GIS	item60	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
3.44	DRIVE MECHANISM FOR 765KV GIS DISCONNECTOR SWITCH	item61	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
3.45	DRIVE MECHANISM FOR 765KV GIS MAINTENANCE EARTH SWITCH	item62	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
3.46	DRIVE MECHANISM FOR 765KV GIS FAST EARTHING SWITCH	item63	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
3.47	MOTOR FOR DRIVE MECHANISM FOR 765KV GIS DISCONNECTOR SWITCH	item64	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
3.48	MOTOR FOR DRIVE MECHANISM FOR 765KVGIS MAINTENANCE EARTH SWITCH	item65	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
3.49	MOTOR FOR DRIVE MECHANISM FOR 765KV GIS FAST EARTHING SWITCH	item66	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
3.50	765KV GIS- SINGLE PHASE OF CURRENT TRANSFORMER (3 CORES, TYPE-CTA)WITH ASSOCIATED ENCLOSURE AND PRIMARY CONDUCTOR COMPLETE IN ALLRESPECT	item67	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
3.51	765KV GIS- SINGLE PHASE OF CURRENT TRANSFORMER (2 CORES, TYPE-CTB)WITH ASSOCIATED ENCLOSURE AND PRIMARY CONDUCTOR COMPLETE IN ALLRESPECT	item68	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
3.52	765KV GIS- SINGLE PHASE VT WITH ASSOCIATED ENCLOSURE COMPLETE IN ALLRESPECT	item69	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
3.53	Controlled Switching Device for 765 kV, 3-ph Circuit Breaker	item70	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only

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Item Wise BoQ

Tender Inviting Authority: BHEL TBG NOIDA

Name of Work: Powergrid' SS178T tender (at Panipat)

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1	2	3	4	5	12	13	14	15	16	20	21	51	53	54	55
4.01	**SUPPLY- GIS : 765KV, 50KA FOR 1S, REFERENCE UNIT PRICE FOR ADDITION / DELETION OF SUPPLY ITEMS** ***(UNIT PRICES OF INDIVIDUAL EQUIPMENT INCLUDED HERE OR IN MANADATORY SPARES ARE REQUIRED FOR ANY ADDITION/DELETION OF EQUIPMENT AND REPLACEMENT OF DAMAGED ITEMS. VENDOR TO ENSURE THAT THE UNIT PRICES HAVE A LOGICAL RELATIONSHIP WITH PRICES OF ASSEMBLIES IN MAIN ITEMS. QUOTING FOR UNIT PRICES IS MANDATORY AND SHALL BE CONSIDERED FOR EVALUATION)*** **(For item sl. No. 4.01-4.06):** SUPPLY- GIS : 765KV, SINGLE PHASE BUS BAR	item71	1	MTR	INR			0.00			0.00		0.000	0.000	INR Zero Only
4.02	SUPPLY- GIS : 765KV, GIS METALLIC ENCLOSURE	item72	50	KG	INR			0.00			0.00		0.000	0.000	INR Zero Only
4.03	SUPPLY- GIS : 765KV, EXPANSION BELLOWS/ JOINTS	item73	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
4.04	SUPPLY- GIS : 765KV, TEE BEND	item74	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
4.05	SUPPLY- GIS : 765KV, ANGLE BEND	item75	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
4.06	SUPPLY- GIS : 765KV, L-BEND	item76	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
5.01	**SERVICES- GIS : 765KV, 50KA FOR 1S, GAS INSULATED SWITCHGEAR (GIS) AS PER TS (For item sl. No. 5.01-5.09):** SERVICES- GIS : 765KV, SUPERVISION OF ERECTION OF GIS	item77	26	bays	INR			0.00			0.00		0.000	0.000	INR Zero Only
5.02	SERVICES- GIS : 765KV, SUPERVISION OF ERECTION OF GAS INSULATED BUS DUCT	item78	4680	MTR	INR			0.00			0.00		0.000	0.000	INR Zero Only
5.03	SERVICES- GIS : 765KV, SUPERVISION OF ERECTION OF SF6 TO AIR BUSHING	item79	53	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
5.04	SERVICES- GIS : 765KV, TESTING & COMMISSIONING OF GIS	item80	26	bays	INR			0.00			0.00		0.000	0.000	INR Zero Only
5.05	SERVICES- GIS : 765KV, TESTING & COMMISSIONING OF GAS INSULATED BUS DUCT	item81	4680	MTR	INR			0.00			0.00		0.000	0.000	INR Zero Only
5.06	SERVICES- GIS : 765KV, TESTING & COMMISSIONING OF SF6 TO AIR BUSHING	item82	53	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
5.07	SERVICES- ETC OF CONTROLLED SWITCHING DEVICE FOR 420 KV, 3-PH CIRCUIT BREAKER	item83	15	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
5.08	SERVICES- GIS : 765KV, FINAL SUCCESSFUL HV/ POWER FREQUENCY TESTING OF GIS INCLUDING ARRANGING OF HV TEST KIT ALONG WITH OPERATOR	item84	26	bays	INR			0.00			0.00		0.000	0.000	INR Zero Only
5.09	SERVICES- GIS : INSULATION CO-ORDINATION STUDIES FOR GIS SYSTEM	item85	1	LOT	INR			0.00			0.00		0.000	0.000	INR Zero Only

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Item Wise BoQ

Tender Inviting Authority: BHEL TBG NOIDA

Name of Work: Powergrid' SS178T tender (at Panipat)

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1	2	3	4	5	12	13	14	15	16	20	21	51	53	54	55
6.01	**SERVICES- GIS : 765KV, 50KA FOR 1S, REFERENCE UNIT PRICE FOR ADDITION / DELETION OF SERVICES** **SERVICES- GIS : REFERENCE UNIT PRICE FOR ADDITION / DELETION OF SERVICES** ***(UNIT PRICES OF INDIVIDUAL SERVICES INCLUDED HERE ARE REQUIRED FOR ANY ADDITION/DELETION OF EQUIPMENT AND REPLACEMENT OF DAMAGED ITEMS. VENDOR TO ENSURE THAT THE UNIT PRICES HAVE A LOGICAL RELATIONSHIP WITH PRICES OF ASSEMBLIES IN MAIN ITEMS. QUOTING FOR UNIT PRICES IS MANDATORY AND SHALL BE CONSIDERED FOR EVALUATION)*** **(For item sl. No. 6.01-6.05):** SERVICES- GIS : 765KV, REF. UNIT PRICE OF GIS INDIVIDUAL ITEM/ EQUIPMENT - SERVICES FOR SUPERVISION OF ERECTION OF GIS	item86	10	Manday	INR			0.00			0.00		0.000	0.000	INR Zero Only
6.02	SERVICES- GIS : 765KV, REF. UNIT PRICE OF GIS INDIVIDUAL ITEM/ EQUIPMENT - SERVICES FOR TESTING & COMMISSIONING OF GIS	item87	10	Manday	INR			0.00			0.00		0.000	0.000	INR Zero Only
6.03	SERVICES- GIS : 765KV, DEMOBILIZATION AND REMOBILIZATION CHARGES FOR GIS ERECTION SUPERVISION TEAM	item88	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
6.04	SERVICES- GIS : 765KV, DEMOBILIZATION AND REMOBILIZATION CHARGES FOR GIS TESTING & COMMISSIONING TEAM	item89	1	SET	INR			0.00			0.00		0.000	0.000	INR Zero Only
6.05	SERVICES- GIS : 765KV, DEMOBILIZATION & REMOBILIZATION CHARGES OF HV TEST KIT ALONG WITH OPERATOR	item90	1	LOT	INR			0.00			0.00		0.000	0.000	INR Zero Only
Total in Figures													0.000	0.000	Zero Only
oted Rate in Words		INR Zero Only													

SECTION-1.5
BILL OF QUANTITY

ANNEXURE-BOQ

Sl. No.	ITEM DESCRIPTION	UNIT	QTY	REMARK
A	**ESTABLISHMENT OF 765KV GIS AT 765/400 kV Sub-station near PANIPAT**			
A.1	**SUPPLY- GIS : 765kV, 50KA FOR 1S, GAS INSULATED SWITCHGEAR (GIS) AS PER TS**			
1.01	800KV, 5000A, 50KA, SF6 GIS BUS BAR MODULE AS PER SECTION-PROJECT,TECHNICAL SPECIFICATION	SET	2	
1.02	800kV, 3150A ,50kA, GIS Line feeder baymodule (with PIR) as perSection-Project, Technicalspecification	SET	9	
1.03	800 kV, 3150A, 50kA, SF6 GIS Tie baymodule(with PIR) as perSection-Project, Technicalspecification	SET	7	
1.04	800kV, 3150 A, 50 kA, SF6 GIS ICT feederbay module as per Section-Project,Technical specification	SET	3	
1.05	800kV, 3150A, 50kA, SF6 GIS Auxiliarybus module for spare transformer as perSection-Project, Technicalspecification	SET	1	
1.06	800kV, 3150A, 50kA, SF6 GIS Bus Reactorfeeder bay module as perSection-Project, Technicalspecification	SET	2	
1.07	800kV, 3150A, 50kA, SF6 GIS SwitchableLine Reactor feeder bay module as perSection-Project, Technicalspecification	SET	5	
1.08	800 KV, 3150A, 50KA, SF6 GIS AUXILIARY BUS MODULE FOR SPARE REACTOR ASPER SECTION-PROJECT, TECHNICAL SPECIFICATION	SET	1	
1.09	800kV, 3000/3150 A, 50kA, Single phase, SF6 Gas Insulated Bus Duct (GIB) outside GIS Hall along with associated support structure.	M	4680	
1.10	765KV, 3150A, 50KAFOR 1 SEC, SINGLE PHASE, SF6 TO AIR BUSHINGALONGWITH ASSOCIATED SUPPORT STRUCTURE	SET	53	
1.11	Controlled Switching Device for 765 kV, 3-ph Circuit Breaker	Nos.	15	
1.12	800KV, 3150A, 50KA, SF6 GIS AUXILIARY BUS MODULE FOR FUTURE SPAREREACTOR CONNECTION AS PER SECTION-PROJECT, TECHNICAL SPECIFICATION	SET	1	
A.2	**SUPPLY- GIS : 765KV, SPECIAL TOOLS AND TESTING & MAINTENANCE EQUIPMENTS AS PER TS**			
2.01	SF6 Gas Filling and Evacuation Plant for 800kV GIS station	SET	1	
2.02	Portable Partial Discharge measurement test kitwith all necessary accessories,Industrial Grade Laptop and licensedsoftware as per Technicalspecification.	Nos.	1	
2.03	SF6 GAS ANALYZER	Nos.	1	
2.04	SF6 Gas Leakage Detector	Nos.	1	
2.05	SCISSOR LIFT	Nos.	1	
A.3	**SPARES- GIS : 765KV, 50KA FOR 1S, MANDATORY SPARES AS PER TS**			
3.01	765KV GIS-SF6 GAS PRESSURE RELIEF DEVICE ASSEMBLY OF EACH TYPE	SET	2	1 SET= 1 NUMBER OF EACH MAKE, TYPE AND RATING
3.02	SF6 PRESSURE GAUGE CUM SWITCH /DENSITY MONITORS AND PRESSURESWITCH AS APPLICABLE, OF EACH TYPE-765KV GIS	SET	2	
3.03	COUPLING DEVICE FOR PRESSURE GAUGE CUM SWITCH FOR CONNECTINGGAS HANDLING PLANT OF EACH TYPE-765KV GIS	SET	2	
3.04	RUBBER GASKETS, Ã‚â‚¬Å'OÃ‚â‚¬Â RINGS AND SEALS FOR SF6 GAS FOR GISENCLOSURE OF EACH TYPE-765KV GIS	SET	2	
3.05	765KV GIS-MOLECULAR FILTER FOR SF6 GAS WITH FILTER BAGS (5 % OF TOTALWEIGHT)	SET	1	
3.06	CONTROL VALVES FOR SF6 GAS OF EACH TYPE-765KV GIS	SET	3	
3.07	765KV GIS-SF6 GAS (5 % OF TOTAL GAS QUANTITY)	LOT	1	
3.08	LOCKING DEVICE TO KEEP THE DIS-CONNECTORS (ISOLATORS)AND EARTHING/FAST EARTHING SWITCHES IN CLOSE OR OPEN POSITION IN CASEOF REMOVAL OF THE DRIVING MECHANISM-765KV GIS	SET	3	
3.09	UHF PD SENSORS OF EACH TYPE ALONG WITH BNC CONNECTOR FOR 765KV GIS	SET	2	1 SET= 1 NUMBER OF EACH MAKE, TYPE AND RATING
3.10	765KV GIS-SUPPORT INSULATORS (GAS THROUGH) OF EACH TYPE (COMPLETE WITHMETAL RING ETC.) ALONG WITH ASSOCIATED CONTACTS AND SHIELDS	SET	2	1 SET= 1 NUMBER OF EACH MAKE, TYPE AND RATING
3.11	765KV GIS-GAS BARRIERS OF EACH TYPE (COMPLETE WITH METAL RING ETC.)ALONG WITH ASSOCIATED CONTACTS AND SHIELDS	SET	2	1 SET= 1 NUMBER OF EACH MAKE, TYPE AND RATING
3.12	765KV GIS- 3150A SF6 TO AIR BUSHING COMPLETE IN ALL RESPECT	SET	1	1 SET= 1 NUMBER OF EACH MAKE, TYPE AND RATING
3.13	LCC SPARES - AUX. RELAYS, CONTACTORS,PUSH BUTTONS, SWITCHES, LAMPS,ANNUNCIATION WINDOWS, MCB, FUSES,TIMERS, TERMINAL BLOCKS ETC. OF EACHTYPE & RATING-765kV GIS	SET	1	
3.14	765KV GIS-ONE POLE OF 3150A CIRCUIT BREAKER WITHOUT PIR WITHINTERRUPTER, MAIN CIRCUIT, ENCLOSURE AND OPERATING MECHANISM COMPLETEIN ALL RESPECT	SET	1	
3.15	765KV GIS-ONE POLE OF 3150A CIRCUIT BREAKER WITH PIR WITH INTERRUPTER,MAIN CIRCUIT, ENCLOSURE AND OPERATING MECHANISM COMPLETE IN ALLRESPECT	SET	1	
3.16	Trip coil assembly with resistor for765kV GIS Circuit Breaker (asapplicable)	SET	2	
3.17	Closing coil assembly with resistor for765 kV GIS Circuit Breaker (asapplicable)	SET	1	

SECTION-1.5
BILL OF QUANTITY

ANNEXURE-BOQ

Sl. No.	ITEM DESCRIPTION	UNIT	QTY	REMARK
3.18	RELAYS, POWER CONTACTORS, PUSH BUTTONS, TIMERS & MCBS ETC. (ASAPPLICABLE) OF EACH TYPE FOR 765KV GIS CIRCUIT BREAKER	SET	1	
3.19	Auxiliary switch assembly of each type for 765kV GIS Circuit Breaker	SET	3	
3.20	765KV GIS CIRCUIT BREAKER-OPERATION COUNTER	SET	3	1 SET= 1 NUMBER OF EACH MAKE, TYPE AND RATING
3.21	765KV GIS CIRCUIT BREAKER-HYDRAULIC OPERATING MECHANISM WITH DRIVEMOTOR (FOR HYDRAULIC OPERATED MECHANISM, IF APPLICABLE)	SET	1	
3.22	HYDRAULIC FILTER OF EACH TYPE (FOR HYDRAULIC OPERATED MECHANISM, IFPPLICABLE)-765KV GIS CIRCUIT BREKAER	SET	1	
3.23	765KV GIS CIRCUIT BREAKER- HOSE PIPE OF EACH TYPE (AS APPLICABLE) (FORHYDRAULIC OPERATED MECHANISM, IF APPLICABLE)	SET	1	
3.24	765KV GIS CIRCUIT BREAKER - N2 ACCUMULATOR (FOR HYDRAULIC OPERATEDMECHANISM, IF APPLICABLE)	SET	1	
3.25	VALVES OF EACH TYPE (FOR HYDRAULIC OPERATED MECHANISM, IFAPPLICABLE)-765KV GIS CIRCUIT BREKAER	SET	1	
3.26	PIPE LENGTH (COPPER & STEEL) OF EACH SIZE & TYPE (FOR HYDRAULICOPERATED MECHANISM, IF APPLICABLE)-765KV GIS CIRCUIT BREKAER	SET	1	
3.27	PRESSURE SWITCHES OF EACH TYPE (FOR HYDRAULIC OPERATED MECHANISM, IFAPPLICABLE)-765KV GIS CIRCUIT BREKAER	SET	1	
3.28	PRESSURE GAUGE WITH COUPLING DEVICE OF EACH TYPE (FOR HYDRAULICOPERATED MECHANISM, IF APPLICABLE)-765KV GIS CIRCUIT BREKAER	SET	1	
3.29	765KV GIS CIRCUIT BREAKER-HYDRAULIC OIL (5% OF TOTAL OIL QUANTITY)(FOR HYDRAULIC OPERATED MECHANISM, IF APPLICABLE)	SET	1	
3.30	PRESSURE RELIEF DEVICE OF EACH TYPE (FOR HYDRAULIC OPERATED MECHANISM,IF APPLICABLE)-765KV GIS CIRCUIT BREKAER	SET	1	
3.31	765KV GIS CIRCUIT BREAKER-COMPLETE SPRING OPERATING MECHANISMINCLUDING CHARGING MECHANISM ETC. (FOR SPRING OPERATED MECHANISM, IFAPPLICABLE)	SET	1	
3.32	765KV GIS CIRCUIT BREAKER- COMPLETE HYDRAULIC-SPRING OPERATINGMECHANISM INCLUDING CHARGING MECHANISM ETC. (FOR HYDRAULIC-SPRINGOPERATED MECHANISM, IF APPLICABLE)	SET	1	
3.33	PRESSURE SWITCHES OF EACH TYPE FOR 765KVGIS CIRCUIT BREAKER (ForHydraulic-Spring Operated Mechanism, ifapplicable)	SET	1	
3.34	PRESSURE GAUGE WITH COUPLING DEVICE OF EACH TYPE (FOR HYDRAULIC-SPRINGOPERATED MECHANISM, IF APPLICABLE)-765KV GIS CIRCUIT BREKAER	SET	1	
3.35	765kV GIS- Single phase of 3150Adisconnector switch including maincircuit, enclosure, driving mechanismand support insulator etc., complete inall respect	SET	2	1 SET= 1 NUMBER OF EACH MAKE, TYPE AND RATING (Note 1- The contractorshall supply spare for disconnectorswitch to ensure one to one replacementof all disconnector switch supplied asmain equipment without any requirementof modification in fittings at site tocover all different types ofdisconnector switch supplied. In case,quantity of supplied dis-connectorswitch types (for one to onereplacement) are more than the quantitymentioned in BPS for spare, thecontractor shall supply theseadditional types of disconnector switchwithout any additional priceimplication to POWERGRID and quantitiesof these additional type ofdisconnector switch are deem to beincluded in the quantities mentioned inBPS for spare disconnector. Note 2 - Incase, Dis-connector Switch (DS) & EarthSwitch (ES) is provided in a sameenclosure with common operatingmechanism, then the module comprisingof Dis-connector & Earth switch insingle enclosure with common operatingmechanism is to be provided under thehead of spare Dis-connector only. Note3- In case, Dis-connector Switch (DS)&Earth Switch (ES) is provided in asame enclosure with separate operatingmechanism, then the module comprisingof Dis-connector & Earth switch insingle enclosure with separateoperating mechanism is to be providedunder the head of spare Dis-connectoronly.)

SECTION-1.5
BILL OF QUANTITY

ANNEXURE-BOQ

Sl. No.	ITEM DESCRIPTION	UNIT	QTY	REMARK
3.36	765KV GIS- SINGLE PHASE MAINTENANCE EARTHING SWITCH INCLUDING MAINCIRCUIT, ENCLOSURE, DRIVING MECHANISM AND SUPPORT INSULATOR ETC.,COMPLETE IN ALL RESPECT	SET	2	1 SET= 1 NUMBER OF EACH MAKE, TYPE AND RATING (NOTE 1 - IN CASE, DIS-CONNECTOR SWITCH (DS) &EARTH SWITCH (ES) IS PROVIDED IN A SAME ENCLOSURE WITH COMMONOPERATING MECHANISM, THEN THE MODULE COMPRISING OF DIS-CONNECTOR &EARTH SWITCH IN SINGLE ENCLOSURE WITH COMMON OPERATING MECHANISM IS TOBE PROVIDED UNDER THE HEAD OF SPARE DIS-CONNECTOR ONLY. NOTE 2 - INCASE, DIS-CONNECTOR SWITCH (DS) & EARTH SWITCH (ES) IS PROVIDED IN ASAME ENCLOSURE WITH SEPARATE OPERATING MECHANISM, THEN THE MODULECOMPRISING OF DIS-CONNECTOR & EARTH SWITCH IN SINGLE ENCLOSURE WITHSEPARATE OPERATING MECHANISM IS TO BE PROVIDED UNDER THE HEAD OF SPAREDIS-CONNECTOR ONLY.)
3.37	765KV GIS - SINGLE PHASE FAST EARTHING SWITCH INCLUDING MAIN CIRCUIT,ENCLOSURE, DRIVING MECHANISM AND SUPPORT INSULATOR ETC., COMPLETE INALL RESPECT	SET	2	1 SET= 1 NUMBER OF EACH MAKE, TYPE AND RATING (NOTE 1 - IN CASE, DIS-CONNECTOR SWITCH (DS) & EARTHSWITCH (ES) IS PROVIDED IN A SAME ENCLOSURE WITH COMMON OPERATINGMECHANISM, THEN THE MODULE COMPRISING OF DIS-CONNECTOR & EARTH SWITCHIN SINGLE ENCLOSURE WITH COMMON OPERATING MECHANISM IS TO BE PROVIDEDUNDER THE HEAD OF SPARE DIS-CONNECTOR ONLY. NOTE 2 - IN CASE,DIS-CONNECTOR SWITCH (DS) & EARTH SWITCH (ES) IS PROVIDED IN A SAMEENCLOSURE WITH SEPARATE OPERATING MECHANISM, THEN THE MODULECOMPRISING OF DIS-CONNECTOR & EARTH SWITCH IN SINGLE ENCLOSURE WITHSEPARATE OPERATING MECHANISM IS TO BE PROVIDED UNDER THE HEAD OF SPAREDIS-CONNECTOR ONLY.)
3.38	OPEN/CLOSE CONTACTOR ASSEMBLY, TIMERS, KEY INTERLOCK, INTERLOCKINGCOILS, RELAYS, PUSH BUTTONS, INDICATING LAMPS, POWER CONTACTORS,RESISTORS, FUSES, MCBS & DRIVE CONTROL CARDS ETC. (AS APPLICABLE) ONEOF EACH TYPE FOR ONE COMPLETE MOM BOX FOR 765KV GIS DISCONNECTORSWITCH	SET	1	
3.39	OPEN/CLOSE CONTACTOR ASSEMBLY, TIMERS, KEY INTERLOCK, INTERLOCKINGCOILS, RELAYS, PUSH BUTTONS, INDICATING LAMPS, POWER CONTACTORS,RESISTORS, FUSES, MCBS & DRIVE CONTROL CARDS ETC. (AS APPLICABLE) ONEOF EACH TYPE FOR ONE COMPLETE MOM BOX FOR 765KV GIS MAINTENANCE EARTHSWITCH	SET	1	
3.40	OPEN/CLOSE CONTACTOR ASSEMBLY, TIMERS, KEY INTERLOCK, INTERLOCKINGCOILS, RELAYS, PUSH BUTTONS, INDICATING LAMPS, POWER CONTACTORS,RESISTORS, FUSES, MCBS & DRIVE CONTROL CARDS ETC. (AS APPLICABLE) ONEOF EACH TYPE FOR ONE COMPLETE MOM BOX FOR 765KV GIS FAST EARTHINGSWITCH	SET	1	
3.41	LIMIT SWITCHES AND AUX. SWITCHES FOR ONE COMPLETE MOM BOX FORDISCONNECTOR-765KV GIS	SET	1	
3.42	LIMIT SWITCHES AND AUX. SWITCHES FOR ONE COMPLETE MOM BOX FORMAINTENANCE EARTHING SWITCH-765KV GIS	SET	1	
3.43	LIMIT SWITCHES AND AUX. SWITCHES FOR ONE COMPLETE MOM BOX FOR FASTEARTHING SWITCH (IF APPLICABLE)-765KV GIS	SET	1	
3.44	DRIVE MECHANISM FOR 765KV GIS DISCONNECTOR SWITCH	SET	1	
3.45	DRIVE MECHANISM FOR 765KV GIS MAINTENANCE EARTH SWITCH	SET	1	
3.46	DRIVE MECHANISM FOR 765KV GIS FAST EARTHING SWITCH	SET	1	
3.47	MOTOR FOR DRIVE MECHANISM FOR 765KV GIS DISCONNECTOR SWITCH	SET	1	1 SET= 1 NUMBER OF EACH MAKE, TYPE AND RATING
3.48	MOTOR FOR DRIVE MECHANISM FOR 765KVGIS MAINTENANCE EARTH SWITCH	SET	1	1 SET= 1 NUMBER OF EACH MAKE, TYPE AND RATING
3.49	MOTOR FOR DRIVE MECHANISM FOR 765KV GIS FAST EARTHING SWITCH	SET	1	1 SET= 1 NUMBER OF EACH MAKE, TYPE AND RATING
3.50	765KV GIS- SINGLE PHASE OF CURRENT TRANSFORMER (3 CORES, TYPE-CTA)WITH ASSOCIATED ENCLOSURE AND PRIMARY CONDUCTOR COMPLETE IN ALLRESPECT	SET	1	1 SET= 1 NUMBER OF EACH MAKE, TYPE AND RATING
3.51	765KV GIS- SINGLE PHASE OF CURRENT TRANSFORMER (2 CORES, TYPE-CTB)WITH ASSOCIATED ENCLOSURE AND PRIMARY CONDUCTOR COMPLETE IN ALLRESPECT	SET	1	1 SET= 1 NUMBER OF EACH MAKE, TYPE AND RATING
3.52	765KV GIS- SINGLE PHASE VT WITH ASSOCIATED ENCLOSURE COMPLETE IN ALLRESPECT	SET	1	1 SET= 1 NUMBER OF EACH MAKE, TYPE AND RATING
3.53	Controlled Switching Device for 765 kV, 3-ph Circuit Breaker	SET	1	
A.4	**SERVICES- GIS : 765KV, 50KA FOR 1S, GAS INSULATED SWITCHGEAR (GIS) AS PER TS**			
4.01	SERVICES- GIS : 765KV, SUPERVISION OF ERECTION OF GIS	bays	26	Supervision of erection of GIS with main bus & auxiliary bus (if applicable), complete as per TS in all respect including LCC, its accessories and CSD (if applicable). It also includes verification of materials for proper storage at site for final storage. Earthing, SF6 Gas Filling works, Internal Cabling from GIS to LCC, interfacing of CSD (if applicable) with GIS/ CRP, including Structure Works are covered under this item. GIS Bus Duct & SF6 to Air Bushing (SAB) are not covered in this BOQ item.

SECTION-1.5
BILL OF QUANTITY

ANNEXURE-BOQ

Sl. No.	ITEM DESCRIPTION	UNIT	QTY	REMARK
4.02	SERVICES- GIS : 765KV, SUPERVISION OF ERECTION OF GAS INSULATED BUS DUCT	MTR	4680	Supervision of erection of GIB complete as per TS in all respect. GIB outside the GIS Hall wall shall be considered for mode of measurement. Earthing, SF6 Gas Filling works, Internal Cabling from GIS to LCC, including Structure Works are covered under this item. Inner side GIB / Aux Bus (if applicable) Module etc are to be considered as part of respective GIS Assembly and cost of the same shall be deemed inclusive.
4.03	SERVICES- GIS : 765KV, SUPERVISION OF ERECTION OF SF6 TO AIR BUSHING	SET	53	Earthing, SF6 Gas Filling works, Internal Cabling from GIS to LCC, including Structure Works are covered under this item.
4.04	SERVICES- GIS : 765KV, TESTING & COMMISSIONING OF GIS	bays	26	Testing and commissioning of complete GIS system including main bus, LCC and associated system is to be executed by bidder. All the special testing instruments, kits, T&P etc. are to be arranged by bidder on returnable basis. Please refer relevant section of technical specification for details.
4.05	SERVICES- GIS : 765KV, TESTING & COMMISSIONING OF GAS INSULATED BUS DUCT	MTR	4680	GIB outside the GIS Hall wall shall be considered for mode of measurement. Inner side GIB / Aux Bus (if applicable) Module e.t.c. are to be considered as part of respective GIS Assembly and cost of the same shall be deemed inclusive. All the special testing instruments, kits, T&P etc. are to be arranged by bidder on returnable basis. Please refer relevant section of technical specification for details.
4.06	SERVICES- GIS : 765KV, TESTING & COMMISSIONING OF SF6 TO AIR BUSHING	SET	53	
4.07	SERVICES- ETC OF CONTROLLED SWITCHING DEVICE FOR 420 KV, 3-PH CIRCUIT BREAKER	SET	15	Installation and execution of Testing & commissioning complete as per TS in all respect. All the testing instruments, kits, T&P etc. are to be arranged by bidder on returnable basis. Please refer relevant section of technical specification for details.
4.08	SERVICES- GIS : 765KV, FINAL SUCCESSFUL HV/ POWER FREQUENCY TESTING OF GIS INCLUDING ARRANGING OF HV TEST KIT ALONG WITH OPERATOR	bays	26	Carrying out successful HV/ Power Frequency Testing of GIS as per IEC including Arrangement of HV Test kit with operator (on returnable basis) shall be in scope of bidder, which includes charges of HV test kit with operator, accessories & tools required for completion of HV testing. The quoted price shall include GIS bays including Main Bus, GIB & SAB and other common items as per TS complete in all respect. In this BOQ item, mobilization and demobilization for HV test kit is considered for once. In case of more, for reasons not attributable to bidder, same shall be paid extra as per BOQ Item.
4.09	SERVICES- GIS : INSULATION CO-ORDINATION STUDIES FOR GIS SYSTEM	LOT	1	1 Lot means Complete study report as per technical specification, Including VFTO report.
A.5	**SUPPLY- GIS : 765KV, 50KA FOR 1S, REFERENCE UNIT PRICE FOR ADDITION / DELETION OF SUPPLY ITEMS**			
	(UNIT PRICES OF INDIVIDUAL EQUIPMENT INCLUDED HERE OR IN MANADATORY SPARES ARE REQUIRED FOR ANY ADDITION/DELETION OF EQUIPMENT AND REPLACEMENT OF DAMAGED ITEMS. VENDOR TO ENSURE THAT THE UNIT PRICES HAVE A LOGICAL RELATIONSHIP WITH PRICES OF ASSEMBLIES IN MAIN ITEMS. QUOTING FOR UNIT PRICES IS MANDATORY AND SHALL BE CONSIDERED FOR EVALUATION)			
5.01	SUPPLY- GIS : 765KV, SINGLE PHASE BUS BAR	MTR	1	Complete in all respect.
5.02	SUPPLY- GIS : 765KV, GIS METALLIC ENCLOSURE	KG	50	
5.03	SUPPLY- GIS : 765KV, EXPANSION BELLOWS/ JOINTS	SET	1	For Single Phase of any type and any rating.
5.04	SUPPLY- GIS : 765KV, TEE BEND	SET	1	For Single Phase of any type and any rating.
5.05	SUPPLY- GIS : 765KV, ANGLE BEND	SET	1	For Single Phase of any type and any rating.
5.06	SUPPLY- GIS : 765KV, L-BEND	SET	1	For Single Phase of any type and any rating.

SECTION-1.5
BILL OF QUANTITY

ANNEXURE-BOQ

Sl. No.	ITEM DESCRIPTION	UNIT	QTY	REMARK
A.6	**SERVICES- GIS : 765KV, 50KA FOR 1S, REFERENCE UNIT PRICE FOR ADDITION / DELETION OF SERVICES**			
	SERVICES- GIS : REFERENCE UNIT PRICE FOR ADDITION / DELETION OF SERVICES (UNIT PRICES OF INDIVIDUAL SERVICES INCLUDED HERE ARE REQUIRED FOR ANY ADDITION/DELETION OF EQUIPMENT AND REPLACEMENT OF DAMAGED ITEMS. VENDOR TO ENSURE THAT THE UNIT PRICES HAVE A LOGICAL RELATIONSHIP WITH PRICES OF ASSEMBLIES IN MAIN ITEMS. QUOTING FOR UNIT PRICES IS MANDATORY AND SHALL BE CONSIDERED FOR EVALUATION)			
6.01	SERVICES- GIS : 765KV, REF. UNIT PRICE OF GIS INDIVIDUAL ITEM/ EQUIPMENT - SERVICES FOR SUPERVISION OF ERECTION OF GIS	MANDAY	10	Charges for repetition of services - (if required due to reasons not attributed to the contractor). This item will be executed only if repetition of services is required by BHEL.
6.02	SERVICES- GIS : 765KV, REF. UNIT PRICE OF GIS INDIVIDUAL ITEM/ EQUIPMENT - SERVICES FOR TESTING & COMMISSIONING OF GIS	MANDAY	10	Charges for repetition of services - (if required due to reasons not attributed to the contractor). This item will be executed only if repetition of services is required by BHEL.
	DEMOBILIZATION AND REMOBILIZATION CHARGES			
6.03	SERVICES- GIS : 765KV, DEMOBILIZATION AND REMOBILIZATION CHARGES FOR GIS ERECTION SUPERVISION TEAM	SET	1	THIS BOQ ITEM SHALL BE EXECUTED IF REQUIRED FOR REASONS NOT ATTRIBUTABLE TO BIDDER.
6.04	SERVICES- GIS : 765KV, DEMOBILIZATION AND REMOBILIZATION CHARGES FOR GIS TESTING & COMMISSIONING TEAM	SET	1	THIS BOQ ITEM SHALL BE EXECUTED IF REQUIRED FOR REASONS NOT ATTRIBUTABLE TO BIDDER.
6.05	SERVICES- GIS : 765KV, DEMOBILIZATION & REMOBILIZATION CHARGES OF HV TEST KIT ALONG WITH OPERATOR	LOT	1	Mobilization and demobilization charges for the HV test kit shall be applicable if it is required for a second time or more, due to reasons not attributable to the bidder.

BANK GUARANTEE FOR ADVANCE

Bank Guarantee No: Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of Bharat Heavy Electricals Limited[1] (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _____ through its Unit at……..(name of the Unit) having awarded to…… (Name of the Vendor / Contractor / Supplier), with its registered office at_____ (hereinafter called "the Vendor/Contractor/Supplier" which expression shall include its successors and permitted assigns) a contract Ref

No……dated ……valued at Rs……(Rupees ----------)/FC……(in words……..) for ……(hereinafter called the 'Contract')

AND WHEREAS the Employer has agreed to advance to the Vendor/Contractor/Supplier, a sum of Rs……. (Rupees…….. only), equivalent to _____% of the said value of the Contract (hereinafter called "the said Advance"), upon the condition, that the said Advance shall be secured by a guarantee for Rs/ FC ---------- (Rupees/ FC ----------) from a Bank as hereinafter appearing.

We, ……, (hereinafter referred to as the Bank), having registered/Head office at ……. and a branch at …… being the Guarantor under this Guarantee, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer any sum or sums upto a maximum amount but not exceeding Rs/FC ---------- (Rupees/FC ----------) without any demur, merely on your first demand and without any reservation, protest and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

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

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

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

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

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

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

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

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Vendor/Contractor/Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms hereof. However, unless a demand or claim under this Guarantee is made on us in writing on or before the ……. we shall be discharged from all liabilities under this Guarantee.

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

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

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

Notwithstanding anything to the contrary contained hereinabove:

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

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

For and on behalf of

(Name of the Bank)

Date…….

Place of Issue…….

[1] *NAME AND ADDRESS OF THE EMPLOYER. i.e Bharat Heavy Electricals Limited*

[2] *NAME AND ADDRESS OF VENDOR /CONTRACTOR / SUPPLIER*

[3] *DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE*

[4] *CONTRACT VALUE AND PROJECT/SUPPLY DETAILS*

[5] *BG AMOUNT IN FIGURES AND WORDS*

[6] *VALIDITY DATE*

[7] *DATE OF EXPIRY OF CLAIM PERIOD*

Note:

1. Units are advised that expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.

BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No: ……

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Notwithstanding anything to the contrary contained hereinabove:

a) The liability of the Bank under this Guarantee shall not exceed……

b) This Guarantee shall be valid up to ……

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

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

For and on behalf of
(Name of the Bank)

Dated…….
Place of Issue…….

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

[2] *NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.*

[3] *DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE*

[4] *CONTRACT VALUE*

[5] *PROJECT/SUPPLY DETAILS*
[6] *BG AMOUNT IN FIGURES AND WORDS*

[7] *VALIDITY DATE*

[8] *DATE OF EXPIRY OF CLAIM PERIOD*

Note:

1. Units are advised that expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.

2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.

NIT No. 182045_Enquiry No. 61Q2700153 Dated 08-10-2026

INSPECTION REQUEST

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

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

5. For structure, whether BOM & Proto Corrected Drawings approved and available at place of inspection : Yes ~~/ No.~~

~~6.~~ Whether GTP/ Drgs approved in Category – 1 available at place of inspection : Yes ~~/ No.~~

7. Whether Quality Plan approved in Category – 1 available at place of inspection : Yes ~~/ No~~.

~~8.~~ Whether all type tests approved by Engineering : Yes ~~/ No.~~

(a) Place of Inspection & Address : ……

9. (b) Name & contact No. of supplier rep. for inspection : ……
10. Sub – supplier contact person's name & contact no. :
11. Weekly off day : 12. Working Hours :
13. Date on which inspection requested (Inspection call to be raised at least 7 days prior to inspection) **:**
14. No of road permits required :

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

Signature
Name :
Contact No. :
Date :

Distribution:

1. Material Management , BHEL, New Delhi

Note:

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

बी एच ई एल BHEL	**Transmission Business Group** **HSE Department, HQ, Noida**	
	HSE Policy	

1. BHEL HSE Policy

HEALTH SAFETY ENVIRONMENT POLICY

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

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

Atul Sobti
Chairman & Managing Director

June 5, 2018

Creating BHEL of tomorrow