



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
BHARAT HEAVY ELECTRICALS LIMITED
(A Government of India Undertaking)
पारेषण व्यापार समूह, नोएडा/Transmission
Business Group, Noida

निविदा आमंण सूचना
NOTICE INVITING TENDER

Sir/Madam,

Bharat Heavy Electricals Limited (hereinafter referred to as BHEL) is a Central Public Sector Enterprise, having its Branch office at Transmission Business Group, 10TH Floor, Plot no.:- C-20, 1A/1, Joy towers, C Block, Phase 2, Industrial Area, Sector-62, Noida, Distt. Gautambudh Nagar, UP-201301, invites offer in sealed cover under two part bid system (Part-I: Techno commercial Part & Part-II: Price Part) from the competent agencies for "Supply of 198 kV Surge arrester for FGD System package for NTPL - 2x500 MW TPP at Tuticorin, Tamilnadu as per the tender document".

Please submit your competitive offer for the above subject work as per the tender terms & conditions.

SCHEDULE TO TENDER

1.	Tender Reference No.	34Q2300047 dated 21.05.2022
2.	Date of Issue of Tender:	21.05.2022
3.	Type of Tender:	Open Tender
4.	Tender Title:	"Supply of 198 kV Surge arrester for FGD System package for NTPL – 2x500 MW TPP at Tuticorin, Tamilnadu as per the tender document"
5.	Tender issuing Authority	Transmission Business Group, 10TH Floor, Plot no.:- C-20, 1A/1, Joy towers, C Block, Phase 2, Industrial Area, Sector-62, Noida, Distt. Gautambudh Nagar, UP-201301
6.	Last date/ time for receipt of tender:	31.05.2022 by 11.00 Hrs
7.	Date/ time of opening of (Part-I):	31.05.2022 at 16.00 Hrs
8.	Offer/Bid submission mode	Tender is invited through e-Procurement System only. The bidder shall submit their bid through e-Procurement platform at https://eprocurebhel.co.in .
9.	Tender will be opened at:	BHEL TBG– HQ Noida of above mentioned address at point no. 5.
10.	Date/Time of price bid opening:	Will be intimated separately to the Techno-commercially qualified bidders in due course of time.
Note:- For other instructions; bidder may please refer the Terms & Conditions and Special terms & conditions		

All corrigenda, addenda, amendments, Bid Submission extension, clarifications, etc. to the tender will be hosted on website <http://www.bhel.com> and <https://eprocurebhel.co.in> only. Bidders should regularly visit website till the due date of submission to keep themselves updated. Any clarification(s) regarding Notice Inviting Tender (NIT), if required, should be sought before the tender due date from the officials as mentioned in the tender Document.

Thanking you,

For & on behalf of
Bharat Heavy Electricals Ltd.

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PART-II

1	PRICE BOQ - BIDDER has to quote their price in the On line (https://eprocurebhel.co.in) Price Bid format Only.
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Project: FGD System package for NTPL – 2x500 MW TPP at Tuticorin, Tamilnadu

In case any discrepancy between the requirements mentioned under addendum to General Terms and conditions (GTC), General Terms and conditions and Special Terms and conditions, Special Terms and conditions shall prevail.

1. **Clause No. 1.7 of GTC** – For any technical clarification, please contact:-
Mr. Manvender Singh Pundir (Manager-TBEM) / Shri Sanjeev Kumar Srivastava (Sr DGM/ TBEM) ,BHEL, Transmission Business Group, Joy Tower, Sectro-62, Noida-201301, UP, India, Phone: +91 (0) 0120- 6748512/8517, Fax: +91 (0) 0120 – 6748580,
E-mail: manvender@bhel.in; sanjeev.srivastava@bhel.in
2. **Clause No. 1.8 of GTC** - For any commercial clarification, please contact:-
Mr. Rajiv Ranjan, Manager (TBMM)/ Shri Sunil Kumar, Sr DGM-TBMM
BHEL, Transmission Business Group, Joy Tower, Sectro-62, Noida-201301, UP, India,
Phone: +91 (0) 0120- 6748575/8471, Fax: +91 (0) 0120 – 6748580.
E-mail: rajiv_ranjan@bhel.in'; sunil.kumar@bhel.in
3. **Project Status** – Domestic. GST as applicable.
4. **Clause No. 1 of Addendum to GTC** – **Offer Submission Time: 11 Hrs IST**
Offer Opening Time: 16 Hrs IST
5. **Clause No. 2 of Addendum to GTC (Sl. No. a, b)** – **Point no. (a) & (b) is not applicable.**
6. **Clause No. 3 of Addendum to GTC (Sl. No. I & II)** - Tender is invited through NIC Portal System only. The bidder shall submit their bid through e-Procurement platform at <https://https://eprocurebhel.co.in/>.
7. **Clause No. 6 of Addendum to GTC (PQR)** - As enclosed along with Technical Specification No. - TB-416-316-001 Rev 00. (Section – 1, ANNEXURE_TQR).
8. **Clause No. 8 of Addendum to GTC** – Delivery Plan – As per Activity Schedule [Annexure II].
9. **Clause No. 9 of Addendum to GTC** – Payment Terms: - As per clause 3.1 of GTC (Endorsed LR is not required in GST regime).
10. **Clause No. 13 of Addendum to GTC for Reverse Auction** - Applicable.
“BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.”

Abridged Version of “**Guidelines for Reverse Auction-2021**” may also be seen at BHEL website (www.bhel.com) on “Supplier Registration” Page.

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11. **Clause No. 18 of Addendum to GTC for Integrity Pact** - Not Applicable.
12. **Clause No. 21 of Addendum to GTC** - Offer of techno – commercially acceptable vendors shall be considered for conducting Reverse Auction subject to their approval from Customer.
13. **Clause No. – 17 of GTC - Tender Evaluation** – Grand Total Package Wise (**Up to Site**)
Evaluation in case of more than one L-1 bidders - In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discount from respective L-1.

In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s).

Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.
14. **Clause No. 39 of GTC** – Quantity Variation:- BHEL shall have the right to variation in quantities of items within $\pm 10\%$ 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.
15. **Clause No. 05 of GTC** – **Guarantee Clause (Defect Liability Period)**: 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 up to 12 months after completion and acceptance of PG Test (i.e up to 18.04.2024); whichever is later with claim period of 3 months extra over and above. The scheduled date of the completion of project as per end customer contract is 18.04.2023.** 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. 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

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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.

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

16. **Clause No. 07 of GTC** – **Performance Bank Guarantee** - Validity period of BG is required as per Guarantee Clause mentioned above with claim period of 3 months extra over and above.

17. **Clause No. 2.1 of GTC** - Prices shall be on FIRM basis including packing and forwarding charges. Vendor to quote prices on FOR destination basis including GST.

18. **Liquidated Damage** – **As per clause no. – 11 of Addendum to GTC.**

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

20 Bidder to mention their works address below from where material will be supplied to Site.

Works Address- -----

Communication Address- -----

Person Name - -----

Email ID – -----

Contact no. - -----

(Sign and seal of Bidder)

Name:

Signature:

Stamp:

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Additional Information to the Bidders:-

Sl No.	Head	Information
1	Project Name	FGD System package for NTPL – 2x500 MW TPP at Tuticorin
2	Ultimate Customer	NLC Tamil Nadu Power Limited (NTPL)
3	Location of Plant	<p>Location: 5.5 km from Tuticorin Town</p> <p>Access by: Train/road</p> <p>Nearest Railway Station: Port Trust Railway Yard</p> <p>.</p> <p>Nearest Airport: nearest airstrip is Pudukottai at a distance of 16.5 km</p> <p>Nearest sea port: Tuticorin Sea port</p> <p>Access by road:</p> <p>Major Towns/ Cities: Pallayamkottai (60km away from plant)</p>
4	Delivery Address	NLC Tamil Nadu Power Limited (NTPL) 2x500 MW Thermal Power Plant, Harbor Estate, Tuticorin – 628004, Tamil Nadu (India)
5	Consignee Address	Chief Executive Office (CEO) NLC Tamil Nadu Power Limited (NTPL) 2x500 MW Thermal Power Plant, Harbor Estate, Tuticorin – 628004, Tamil Nadu (India)
6	Mode of Dispatch	By Road/Rail/Sea on Door Delivery
7	Bill to Address:	Bharat Heavy Electricals Limited-TBG, 10th Floor, Plot No.C-20/1A/1, Joy Tower, Sector-62, Noida-201301, U.P. GSTN-09AAACB4146P2ZC
8	MQP (Manufacturing Quality Plan):	Inspection shall be carried out as per approved Quality Plan. For the same, Supplier to submit the Quality Plan to BHEL for Customer approval.
9	Inspection	Inspection shall be carried out jointly by as per approved Quality Plan. Inspection Agency:- BHEL/Customer (NLC)
10		Bidders to ensure that Third party / customer issued certificates being submitted as proof of PQR qualification should have verifiable details of document / certificate issuing authority such as name & designation of Issuing Authority and its organization contact number and e-mail Id etc. In case the same found not available, Purchaser has right to reject such document from evaluation.
11		Bidder to submit the details as per format as per Annexure-A.

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<u>ANNEXURE-A</u>	
CONTACT DETAILS OF BIDDER	
Works Address-	
Communication Address-	
Details of contact person for clarification regarding bid:	
Contact Person Name:	
Designation:	
Email Id.:	
Mobile No.:	
Landline No.:	
12	<p>Bidders may please be noted that the minimum local Content in line with PPP-MII order, order ref no.:- A-1/2021-FSC-Part (5) dated 16.11.2021 issued by Govt of India, Ministry of Power for the item Surge/ Lighting Arrester is 60%. The bidder has to Declare this local content in Annexure-V.</p> <p>The Bidder’s declaration in Annexure-V for Local content Less than 60% shall not be considered as Class-I supplier and their bid shall be rejected.</p> <p>(For details please refer Addendum to General Terms and Conditions (GTC-2016))</p>

(Sign and seal of Bidder)

Name:

Signature:

Stamp:

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

GENERAL TERMS AND CONDITIONS FOR TENDER ENQUIRY / CONTRACT

This is to be submitted duly signed by bidder in original. Clause-wise deviations and / or additional conditions / clarifications, if any, are to be brought out clearly in “Schedule of Commercial Deviation”. Deviations and / or additional conditions / clarifications, if any, mentioned elsewhere in the bid / offer, shall not be considered.

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

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

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

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

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

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

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

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	<p>Order / Contract or any other Purchase Order / Contract executed by the supplier / contractor.</p> <p>Note :</p> <p>i) In case of Illumination System, items viz. Lamps, Tubes, Ballast, Starters, Capacitors & Fuses will not be under Guarantee after commissioning.</p> <p>ii) In addition to the above guarantee period, Extended Guarantee / Warranty, if any, shall be as per NIT / Technical Specifications.</p> <p>iii) In case offer of agent of Foreign OEM / Foreign Principal is considered, as per Clause No. 1.12 above, Guarantee as mentioned above has to be provided by the Foreign OEM / Foreign Principal also.</p>
6.	<p>LATENT DEFECT :</p> <p>Liability for latent defects shall be for defects inherently lying within material or arising out of design deficiency which does not manifest itself during guarantee period but later and shall be limited to five years from the expiry of the guarantee period.</p>
7.	<p>PERFORMANCE BANK GUARANTEE (PBG) :</p> <p>Supplier shall arrange to submit Performance BG / Deposit on a non-judicial stamp paper of appropriate value along with first invoice or within 60 days from placement of Purchase Order (PO) whichever is earlier, in line with one of the applicable options as follows :-</p> <p><u>Option "A"</u></p> <p>A single rolling PBG for Rs. 50 Lakhs initially valid for 18 months with claim period of 3 months extra over and above 18 months for all the Purchase Orders being executed for Transmission Business Group, BHEL. However, validity of the PBG shall be extended till 18 months from the date of last delivery with 3 months claim period extra over and above 18 months.</p> <p>Single Rolling PBG option shall not be applicable in case Ex-works value of the PO at the time of placement of PO exceeds Rs. One Crore.</p> <p><u>Option "B"</u></p> <p>PBG for 10% of the total Ex-works PO value, valid for 18 months from the date of last delivery with claim period of 3 months extra over and above 18 months. Ex-works PO value at the time of placement of PO shall be considered for calculation of the PBG amount.</p> <p><u>Option "C"</u></p> <p>In case the total Ex-works PO value at the time of placement of PO does not exceed Rs. Ten Lakhs, interest free Deposit of 10% of the total Ex-works PO value at the time of placement of PO in form of Demand Draft favouring "Bharat Heavy Electricals Limited" and payable at New Delhi / Delhi / Noida shall also be acceptable to BHEL in lieu of PBG, which shall be released after expiry of 21 months from the date of last delivery after deduction, if any, within 60 days from receipt of invoice in 3 sets (original + 2 copies) to be submitted by the supplier.</p> <p>Note :</p> <p>i) The Bank Guarantee shall be from any bank as per Annexure for List of Banks (32 Nos.). The original PBG should be sent by issuing Bank directly to AGM (Finance), TBG, BHEL, Noida.</p> <p>ii) Extension of validity of the PBG in original, as per above clause, should be sent by issuing Bank directly to AGM (Finance), TBG, BHEL, Noida at least 45 days before expiry of validity of the PBG.</p> <p>iii) Unless otherwise specified in the NIT, deviation taken for non-submission of PBG / Deposit, as applicable, shall not be accepted.</p>

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	<p>iv) Supplier has to confirm one of the applicable options for submission of PBG / Deposit before placement of PO.</p> <p>v) In case of non submission PBG / Deposit, as applicable, BHEL reserve the right for Risk Purchase as per terms of the NIT and impose Suspension of Business Dealings with the Supplier / Contractor.</p> <p>vi) BHEL reserve the right to encash the Bank Guarantee and forfeit the amount in the event of any default, failure or neglect on part of the Supplier in fulfilment of performance of the Purchase Order.</p> <p>vii) Value of the Bank Guarantee (at the time of submission) shall remain unchanged for any subsequent variations in Purchase Order value up to $\pm 20\%$. Beyond this variation of $\pm 20\%$, the Supplier shall arrange to enhance or may reduce the value of the Bank Guarantee accordingly for the total variation promptly.</p> <p>viii) Vendor to ensure submission of Certificate of Final Documentation /Confirmation regarding Non applicability of Final Documentation, as the case may be, as referred in clause No 9 regarding Final Documentation. BG shall be released only after submission of the same to BHEL TBMM.</p>
8.	<p>SUBMISSION OF DRAWINGS / DOCUMENTS FOR APPROVAL :</p> <p>Supplier shall submit the master document list within 7 days from date of Purchase Order / Contract, unless otherwise specified in the NIT, with planned dates for submission which shall be in line with activity schedule as per Purchase Order / Contract and shall be finalized with BHEL Engineering Management. Date of first submission of drawings / documents shall be certified by BHEL Engineering Management after the receipt of applicable drawings / documents (e.g. project specific cover sheet, GTP, OGA drawings, schemes, type test reports etc.) by BHEL. During detailed engineering stage, necessary hard copies of the engineering drawings / documents shall also be submitted by the supplier as per the Purchase Order / Contract requirement. The supplier shall also submit the packing drawings as per technical specifications.</p> <p>In case item(s) offered require any interface details of other item (not in the scope of supplier & required for operating the equipment), the supplier has to submit interfaces schedule along with submission of engineering drawings / documents. It shall be responsibility of the supplier to get the details of the interfaced item from BHEL before manufacturing to avoid any mismatch at site.</p>
9.	<p>FINAL DOCUMENTATION :</p> <p>Final documentation as called in the Technical /contract specification is to be submitted within 3 months from the date of first delivery of respective equipment, item/material. After submission of Final Documentation, BHEL Engineering Management (TBEM) will issue a Certificate of Completion of Final Documentation. Wherever Final Documentation is not applicable, BHEL Engineering Management (TBEM) will issue confirmation regarding the same, Vendor to submit the Certificate of Final Documentation /Confirmation regarding Non applicability of Final Documentation, as the case may be, to BHEL TBMM. In case of Non Submission of Certificate of Final Documentation /Confirmation regarding Non applicability of Final Documentation, BG will be liable for encashment.</p>
10.	<p>INSPECTION :</p> <p>BHEL / customer / third party shall inspect equipment / material before despatch. Stage inspection during manufacturing may also be carried out. Material to be despatched only after getting Material Despatch Clearance Certificate (MDCC) / MICC issued by BHEL.</p> <p>Supplier shall send inspection call on prescribed format / web site only, with an advance notice of 15 days.</p> <p>Supplier to ensure submission of all routine / acceptance test reports, inspection</p>

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	<p>reports and all other documents related to inspection, immediately to BHEL.</p> <p>BHEL representative is authorised to carry out audits along with Third Party Inspection Agency at vendor's / supplier's works before clearing the items for despatch.</p>
11.	<p>DESPATCH DOCUMENTS : Despatch documents to be immediately sent to BHEL on despatch are as follows :-</p> <ul style="list-style-type: none"> • Copy of Invoice • Copy of LR / GR in case of Indian suppliers or BL / AWB in case of foreign suppliers • Copy of Packing List (Case-wise) • Copy of Transit Insurance Certificate from underwriters • Copy of Guarantee Certificate
12.	<p>DELIVERY PERIOD : Delivery / Completion requirement shall be mentioned in the NIT. Bidder to specify best delivery / completion period possible in weeks from the date of LOI / PO as per activity schedule for consideration by BHEL. Time required for type test, if applicable, is to be separately indicated. Note :</p> <p>LR / GR date or invoice date (whichever is later) for indigenous supplies and BL / AWB date for FOB / CIF (if applicable) contracts shall be considered as delivery date.</p>
13.	<p>LIQUIDATED DAMAGES FOR DELAYED DELIVERY: In case of delay in execution of Purchase Order beyond the contractual delivery time, an amount of 0.5% of the total Purchase Order value for supply (incl. taxes and duties, freight & insurance as applicable) per week of delay or part thereof subject to a maximum of 10% of the total Purchase Order value for supply (incl. taxes and duties, freight & insurance as applicable) shall be deducted as Liquidated Damages (LD) along with applicable GST (if any) on LD.</p> <p>However, in case of staggered (lot-wise) contractual delivery schedule, an amount of 0.5% of the total Purchase Order value for supply (incl. taxes, duties, freight & insurance as applicable) of delayed lot per week of delay or part thereof subject to maximum of 10% of the total Purchase Order value. (Incl taxes, duties, Freight & Insurance as applicable) shall be deducted as Liquidated Damages (LD) along with applicable GST (if any) on LD.</p> <p>Note :</p> <ol style="list-style-type: none"> i) In case of any amendment / revision in PO /WO, the LD shall be linked to the amended / revised Purchase Order / Contract value and delivery / completion time / schedule, if applicable. ii) LR / GR date or invoice date (whichever is later) for indigenous supplies and BL / AWB date for FOB / CIF (if applicable) for imported supplies shall be treated as the date of dispatch for levying LD as above. iii) However, for indigenous supply, if time period between date of receipt of material at site / destination by Site Official & the date of LR / GR or invoice (whichever is later) is more than 30 days, where distance from place of despatch as per LR / GR is upto 1000 Kms or if time period between date of receipt of material at site / destination by Site Official & the date of LR / GR or invoice (whichever is later) is more than 45 days, where distance from place of despatch as per LR / GR is more than 1000 Kms, such excess period shall also be considered for LD purpose. iv) If, as per supplier, delay is not attributable to the supplier, delay analysis with documentary evidence may be submitted by the supplier at the earliest but not

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

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

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	<p>surviving partners of the Supplier's / Contractor's firm cannot carry out and complete the Purchase Order / Contract shall be final and binding on the parties hereto.</p> <p>Terms and Conditions shall not get affected in case of de-merger / amalgamation / taking-over / re-constitution etc.</p>
22.	<p>RISK PURCHASE : In case the Supplier / Contractor fails to supply or fails to comply with terms & conditions of the Purchase Order / Contract or delivers equipment / material not of the contracted quality or fails to adhere to the contract specifications or fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery / completion period to justify that supplies shall be inordinately delayed beyond contractual delivery / completion period, BHEL reserve the right to cancel the Purchase Order / Contract either in whole or in part thereof without compensation to Supplier / Contractor and if BHEL so desires, may procure such equipment / material / items not delivered or others of similar description where equipment / material / items exactly complying with particulars are not readily procurable in the opinion of BHEL which is final and in such manner as deemed appropriate, at the risk and cost of the Supplier / Contractor and the Supplier / Contractor shall be liable to BHEL for any excess cost to BHEL. However, the Supplier / Contractor shall continue execution of the Purchase Order / Contract to the extent not cancelled under the provisions of this clause.</p> <p>Recovery amount on account of purchases made by BHEL at the risk and cost of Supplier / Contractor shall be the difference of total value of new Purchase Order (PO) value and total value of old Purchase Order for applicable items, where the total value of new PO is more than total value of old PO for applicable items, plus additional 15% of the total ex-works value of new PO as overheads.</p> <p>The Supplier / Contractor shall on no account be entitled to any gain on such risk & cost purchase. In case the purchase order (PO) value of the new PO is less than the PO value of the old PO, 15% of the total ex-works value of the new PO shall be recovered as overheads and the difference between the PO value of the old PO and the new PO shall not be considered for calculation of the recovery amount.</p>
23.	<p>ADJUSTMENT OF RECOVERY : Any amount payable by the Supplier / Contractor under any of the condition of this contract shall be liable to be adjusted against any amount payable to the Supplier / Contractor under any other Purchase Order / Contract awarded to him by any BHEL unit. This is without prejudice to any other action, as may be deemed fit, by BHEL.</p>
24.	<p>FORCE MAJEURE CONDITION : If by reason of war, civil commotion, act of god, Government restrictions, strike, lockout which are not in control of Supplier / Contractor the deliveries / services are delayed, Supplier / Contractor shall not be held responsible.</p> <p>If at any time during the continuance of the Purchase Order / Contract, the performance in whole or in part by either party of any obligations under the Purchase Order / Contract is prevented or delayed by reason of any war hostilities, acts of the public enemy, restrictions by Govt. of India, civil commotion, sabotage, fires, floods, explosion, epidemics, quarantine restrictions, strike, lock-outs or acts of God (hereinafter referred to as "event"), which are not in control of Supplier / Contractor or BHEL, then provided notice of the happening of such event is given by either party to the other within fifteen (15) days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate the Purchase Order / Contract nor shall have any claim for damages against each other in respect of such non-performance and delay in performance. Performance under the Purchase Order / Contract shall be resumed immediately after such event has come to an end or</p>

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

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

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

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

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

Signature of Bidder (Authorized Signatory) with Date & Seal

Item Name: - 198 kV Surge Arrester

Project Name: - FGD System package for NTPL – 2x500 MW TPP at Tuticorin, Tamilnadu

TENDER ENQUIRY NO.:- 34Q2300047 dated 21.05.2022

Addendum to General Terms and Conditions (GTC-2016)

1	Offer Submission/ Opening Time	Offer Submission Time: 11:00 Hrs IST Offer Opening Time: 16:00 Hrs IST
2	Instruction to Bidder(s):- Refer Special Terms & Conditions	<p>(a) For Supply where Supervision of Erection, Testing & Commissioning (ETC) at Site is in the scope of the supplier or Supply where Testing & Commissioning (T&C) at Site is in scope of the supplier, minimum 10% of total ex-works value shall be quoted under supervision of ETC/T&C. In case bidder quotes less than 10%, then 10% of Total PO value excluding GST and F&I shall be allocated to the supervision of ETC/T&C scope. Service charges shall be back calculated to keep 10% of total cost to BHEL (without GST). This price adjustment shall be done from supply Ex works prices only on prorata basis for all supply line items.</p> <p>(b) For Supply where Erection, Testing & Commissioning (ETC) at Site is in the scope of the supplier, minimum 20% of total ex-works value shall be quoted under ETC. In case bidder quotes less than 20%, then 20% of Total PO value excluding GST and F&I shall be allocated to the ETC scope. Service charges shall be back calculated to keep 20% of total cost to BHEL (without GST). This price adjustment shall be done from supply Ex works prices only on prorata basis for all supply line items.</p> <p>(c) Bidder's offer will be technically acceptable subject to final acceptance of vendor by ultimate customer as approved supplier. Price Bid will be opened only for those bidders in respect of which vendor approval is received from respective customer. Necessary credentials/documents to be submitted to customer for approval.</p>
3	Offer Submission Mode (Refer Special Terms & Conditions)	Clause No. 1.3 of GTC Tender is invited through e-Procurement System only. The bidder shall submit their bid through e-Procurement platform at https://eprocurebhel.co.in. Vendors participating through e-procurement portal for this tender should have Class III Digital Signature Certificate (DSC) for Signing & Encryption of bids issued by any of the valid Certifying Authorities (approved by Controller of Certifying Authorities) in India.
4	Validity of Purchase Order	Purchase order shall be valid for two years from date of Purchase Order.
5	Work Address	Bidder to mention their works address below from where material will be supplied Works Address----- ----- -----
6	Pre- Qualification Requirement(PQR)	As per Annexure-I The bidder must ensure that they are meeting the PQR (Technical) and should submit all the requisite credentials as per PQR.
7	Deviation	<u>Technical Deviation</u> : No Technical Deviation is envisaged. <u>Commercial Deviation</u> : No Commercial Deviation envisaged except defined in GTC.
8	Delivery Plan	As per Activity Schedule-Annexure-II
9	Terms of Payment Refer Special Terms & Conditions	As per clause 3.1 to 3.7 of GTC (as applicable). Supplier to submit bills alongwith billing checklist as per Annexure-III

Addendum to General Terms and Conditions (GTC-2016)

10	Performance Bank Guarantee (PBG)	<p>Clause No. 7 of GTC, If no option is specified by the bidder, by default option B for Bank Guarantee shall be considered.</p> <p>BG for Main supply items and Spares shall be submitted separately alongwith first bill.</p> <p>Note: BG should be submitted on non-judicial stamp paper of appropriate value by the supplier alongwith first submission of bill to BHEL.</p>
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Addendum to General Terms and Conditions (GTC-2016)

11	Liquidated Damage	<p>Clause no. 13 of GTC - In case of delay in execution of Purchase Order beyond the contractual delivery time, an amount of 0.5% of delayed lot value (Ex Works and F&I charges) for supply per week of delay or part thereof subject to a maximum of 10% of delayed lot value (Ex Works and F&I charges) shall be deducted as Liquidated Damages (LD) along with applicable GST (if any) on LD.</p> <p>LD will calculated for lotwise and Manufacturing Clearance (MFC) date will be the last date of inputs for that particular lot</p> <p>Lot-1: items for which MFC is issued from 1-15 days of calendar month Lot-2: items for which MFC is issued from 16-30/31 days of calendar month Lot-3: items for which MFC is issued from 1-15 days of next calendar month, Lot-4: items for which MFC is issued from 16-30/31 days of next calendar month and so on...</p>
12	Arbitration	As per Annexure-IV
13	Reverse Auction	<p>"BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among all the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking."</p> <p>Abridged Version of "Guidelines for Reverse Auction-2021" may also be seen at BHEL website (www.bhel.com) on "Supplier Registration" Page.</p>
14	Splitting of Contract	Splitting of Contract not applicable for this tender.
15	Make In India (PPP-MII)	<p>For this procurement, the local content to categorize a supplier as class-I local supplier / class-II local supplier / Non-Local supplier and purchase preference to class-I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020, issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT but before opening of part-II bids against this NIT.</p> <p>"Bidder to specify the percentage of local content as per the format of self-declaration for local content" as per Annexure-V."</p> <p>"This tender is not a global tender and only class-I suppliers as defined under the DPIIT order no. P-45021/2/2017-PP (BE-II) dated 04.06.2020 and subsequent to the PPP-MII order, order ref no.:- A-1/2021-FSC-Part (5) dated 16.11.2021 issued by Govt of India, Ministry of Power are eligible to bid in this tender. Bids received from Class-II & Non-Local supplier shall be rejected."</p>
16	Compliance to GOI Order for restrictions under Rule 144 (xi) of General Financial Rules (GFRs), 2017	Refer Clause at Annexure-VI and Certification at Annexure-VII / Annexure-VIII (whichever is applicable) regarding restrictions under Rule 144 (xi) of General Financial Rules (GFRs), 2017. Bidder to comply the clause and submit the certification. Non-compliance/ Non-submission of certification will lead to rejection of Offer.
17	MOP Circular	<p>Bidder to comply the MOP circular dated 02-07-2020 (Annexure-IX) and its subsequent amendment, if any, in prescribed format (Annexure-X). Non-compliance/ Non-submission will lead to rejection of Offer [Not Applicable for cases where local content is 100%].</p> <p>Vendor to quote as per specified price format of NIT, otherwise their offer shall be liable to be rejected.</p> <p>Following confirmation to be provided by vendor: "We confirm that we have quoted as per specified price format provided along with this tender".</p>
18	Integrity Pact	As per Annexure-XI.
19	Risk and Cost	As per Annexure-XII.

Addendum to General Terms and Conditions (GTC-2016)

20	Prevention for cartel formation	<p>The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.</p> <p>In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.</p>
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Addendum to General Terms and Conditions (GTC-2016)

21	Docuemts Required for Customer approval	Bidders to submit below documents alongwith their offer but not limited to: (a) PAN, GST, Certificate of Incorporation (b) Factory Registration Certificate (c) Overall organization Chart with Manpower Details (Design/Manufacturing/Quality etc.) (d) List of Plant and Machinery (e) List of Testing and Measuring equipment (f) Third party approval, if any (viz. ISO, BIS) (g) Pollution clearance wherever applicable (h) Energy conservation & Efficiency Report(Applicable to industries having contact load more than 100KVA) (i) Manufacturing Quality Plan (MQP) (j) List of past supplies references along with copy of major PO (k) Performance certificate from end user (l) Photographs of factory, plant and machinery & testing facilities Offer of techno commercially acceptable vendors shall be considered for conducting Reverse Auction subject to their approval from Customer.
22	BHEL Supplier Registration Portal	The link for Online Supplier registration Portal is https://supplier.bhel.in/ The link for Online Supplier Registration Portal may also be seen at BHEL website (www.bhel.com) on "Supplier Registration" Page.

The Notice Inviting Tender (NIT)/ the tender requirement of BHEL will not be henceforth published in newspapers. All the concerned are hereby notified that tender enquiries of BHEL will be published on BHEL tender website (www.bhel.com) and Government's Central Public Procurement Portal (<https://eprocurebhel.co.in>).

(Sign and seal of Bidder)




BHARAT HEAVY ELECTRICALS LIMITED

TRANSMISSION BUSINESS ENGINEERING MANAGEMENT

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DOCUMENT No.	TB-416-316-001	Rev. No.	00	Prep.	Checked	Approved
TYPE OF DOC.	TECHNICAL SPECIFICATION		SIGN			
TITLE	198 kV Surge Arrester		NAME	MSP	SKS	AG
			DATE			
			GROUP	TBE	W.O. No	
CUSTOMER	NLC TAMILNADU POWER LIMITED (NTPL)					
PROJECT	2X500 MW FGD TUTICORIN PROJECT					
LOA NO.	COCONTS/0009H/NTPL/FGD/2019 DATED 18.04.2020					
CONTENTS						
Section	Description					No. of sheets
1	Section-1: Scope, Bill of quantities, specific technical requirements					2
2	<i>Section-2: Equipment Specification</i>					8
3	Section-3: Project details and general specification Annexure-A Annexure-B					10
4	Section-4: Guaranteed Technical Particulars					1
5	Section-5: TECHNICAL CHECK LIST FOR SURGE ARRESTOR					2
Note: Offers without checklist will not be evaluated.						

Rev No.	Date	Altered	Checked	Approved	REVISION DETAILS			
Distribution				To	TBEM	TBMM	TBQ M	Vendor
				Copies	1	1	1	4

	Project:	2X500 MW FGD TUTICORIN PROJECT
	Customer:	NLC TAMILNADU POWER LIMITED (NTPL)
	Contractor:	Bharat Heavy Electricals Limited
	Document No.	TB-416-316-001, Rev.00
	Technical Specification:	198 kV Surge Arrester

SECTION - 1

Scope, Quantities and Specific Technical Requirements

1.1 Scope

This technical specification covers the requirements of design, manufacture, testing at works, packing, loading at works and transport to *site* of 198kV Surge arresters complete with all accessories such as insulating base, surge counter, HV power connector (suitable for ACSR twin moose), corona grading ring, insulated interconnecting cable between arrester and surge monitor, nuts, bolts and washers for bolting the arrester units, fixing the surge monitor to structure, connecting the earthing, bypass shunts etc.

The fitment and equipments offered shall be of approved make of NTPL or its subsequent approval from NTPL shall be bidder's responsibility with no commercial implications to BHEL. If any of the make offered by the bidder is not acceptable to M/s NTPL, the bidder has to supply alternate NTPL approved make, meeting the specification, with no commercial implications to BHEL.

The specification comprises of following sections:

Section-1: Scope, Specific Technical Requirements and Quantities

Section-2: Equipment Specification

Section-3: Project Details & General Specification

Section-4: Guaranteed Technical particulars (GTP)

Section-5: Checklist

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

Note: The term 'Owner/Employer' appearing in this specification shall refer to NTPL, the term 'Purchaser' shall refer to BHEL and the term 'Contractor' shall refer to the successful Bidder.

The equipment is required for the following project:


Name of customer: NLC TAMILNADU POWER LIMITED (NTPL)

Name of Projects: 2X500 MW FGD TUTICORIN PROJECT

Refer section-3 of this document for project details and general specification.

1.2 Quantities

Sl. No.	Description	Quantity
1	198 kV, 31mm/kV, Surge arrester (single phase) complete with all accessories like corona ring terminal pad, surge counter, insulating base, lugs for connecting cable, fixing hardware, earthing hardware etc.	3 Nos.
2	198 kV, 31mm/kV, Surge arrester terminal connector suitable for ACSR Twin Moose conductor	3 Nos.

	Project:	2X500 MW FGD TUTICORIN PROJECT
	Customer:	NLC TAMILNADU POWER LIMITED (NTPL)
	Contractor:	Bharat Heavy Electricals Limited
	Document No.	TB-416-316-001, Rev.00
	Technical Specification:	198 kV Surge Arrester

3	Insulated connecting cable in single length for connecting 198 kV Surge arrester to surge monitor/surge counter	15 m
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ACCESSORIES REQUIRED:

1. Insulated connecting cables between Surge arrester and surge monitor shall be supplied in single length for all required surge (i.e considering individual length of 5m per surge arrester). Connecting lead, lugs, hardware & other accessories required to complete the system shall be provided for all surge arresters (including main & spare items).
2. Prices of accessories shall be included in the equipment price.
3. Following hardware is required for each surge arrester:
 - a. Inter-unit connection within arrester.
 - b. Connecting the surge arrester to substation structure (structure in BHEL scope).
 - c. Connecting the surge counter/monitor to structure.
 - d. Earthing hardware.
 - e. HV Power connector.

1.3 Type Tests

The bidder shall offer type tested equipment as per relevant IS/IEC for the project and the Employer shall accept the equipment type test reports under the following conditions:

- (i) Type test in accordance with the IEC 60099-4 & this specification.
- (ii) Type tests performed within five (5) years from the date of 21/05/2019
- (iii) The type tested equipment shall be of the same design, insulation class and rating as per the equipment offered under this contract


In the event that equipment furnished includes important modifications of, or significant departure from, the designs of equipment on which type test report has been furnished or if there is evidence that the equipment does not comply with the requirements of the Specifications, the bidder shall conduct the type tests without any cost and delivery implication to the BHEL/UPPTCL.

1.4 Quality plan

Bidder to follow valid NTPL approved Quality plan as per NTPL procedure.

1.5 Deviations

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

	Project:	2X500 MW FGD TUTICORIN PROJECT
	Customer:	NLC TAMILNADU POWER LIMITED (NTPL)
	Contractor:	Bharat Heavy Electricals Limited
	Document No.	TB-416-316-001, Rev.00
	Technical Specification:	198 kV Surge Arrester


SECTION – 2 EQUIPMENT SPECIFICATION

1.0 GENERAL:

- 1.1 The Surge Arresters shall conform to IEC: 60099-4 except to the extent modified in the specification and shall also be in accordance with requirements under Section - 3.
- 1.2 Arresters shall be of hermetically sealed units, self-supporting construction, suitable for mounting on support structures to be supplied by the BHEL.
- 1.6 The Surge Arresters shall be designed for use in the geographic and meteorological conditions as given in the **Section -3**.

2.0 DUTY REQUIREMENTS:

- a. The surge arresters shall be of heavy duty station class and gapless type without any series or shunt gaps.
- b. The surge arresters shall be capable of discharging over-voltages occurring during switching of unloaded transformers, reactors and long lines.
- c. 245kV class arrester shall be capable for discharging energy equivalent to class 3 of IEC for 245kV systems on two successive operations.
- d. The surge arrester shall be adequately designed to withstand specified dynamic over voltages after discharge of two surges.
- e. Surge arrester shall be capable of discharging long duration surges of multiple lighting strokes, severe switching surges and temporary power frequency surges. The energy handling capacity of arrester offered should be supported by calculation.
- f. The surge arresters shall be suitable for withstanding forces as defined in Section -3.
- g. The reference current of the arresters shall be high enough to eliminate the influence of grading and stray capacitance on the measured reference voltage.
- h. The Arrestors supplied shall be suitable for heavily polluted atmosphere.

	Project:	2X500 MW FGD TUTICORIN PROJECT
	Customer:	NLC TAMILNADU POWER LIMITED (NTPL)
	Contractor:	Bharat Heavy Electricals Limited
	Document No.	TB-416-316-001, Rev.00
	Technical Specification:	198 kV Surge Arrester

- i. The surge arresters are being provided to protect the following equipment whose insulation levels are indicated in the table given below: -


<i>Equipment to be protected</i>	<i>Lightning Impulse (kVp) for 245 kV system</i>
<i>Power transformer</i>	± 950
<i>Instrument Transformer</i>	± 1050
<i>CB/Isolator Phase to ground</i>	± 1050
<i>CB/Isolator Across open contacts</i>	± 1050 (for CB), ± 1200 (for Isolator)

- j. The duty cycle of CB installed in 245 kV system of the NTPL shall be O- 0.3 sec-CO-3 min-CO. The surge arrester shall be suitable for such circuit breaker duties in the system.
- k. Arresters shall be designed with sufficient cantilever strength to meet stress due to specified wind speed and seismic acceleration.
- l. Arresters shall require no routine maintenance upkeep or attendance except as required to remove pollution contamination.

3.0 CONSTRUCTIONAL FEATURES:


The features and constructional details of surge arresters shall be in accordance with requirement stipulated hereunder:

- a) The non-linear blocks shall be of sintered metal oxide material. These shall be provided in such a way as to obtain robust construction, with excellent mechanical and electrical properties even after repeated operations.
- b) The surge arresters shall be fitted with pressure relief devices suitable for preventing violent failure of insulator housing and providing path for flow of rated fault currents in the event of arrester failure. Details shall be furnished in the bids along with quality checks.
- c) All the units of arresters of same rating shall be interchangeable without adversely affecting the performance.
- d) All the necessary flanges, bolts, nuts, clamps etc. required for assembly of complete arrester with accessories on mounting on support structure are to be supplied by the contractor.

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- e) The minimum permissible separation between the surge arrester and any earthed object shall be indicated by the bidder.
- g) Seals shall be provided in such a way that these are always effectively maintained even when discharging rated lightning current.
- h) The energy handling capability of each rating of arrester offered, supported by calculations, shall be furnished.
- i) Arrester shall incorporate an anti-contamination feature to prevent arrester failure consequent to uneven voltage gradient across the stack, in the event of contamination of the arrester porcelain.
- j) Outer insulator shall be polymer conforming to requirements stipulated in Section-3. The outer insulator housing shall be so coordinated that external flashover will not occur due to application of any impulse or switching surge voltage up to the maximum design value for arrester.
- k) The end fittings shall be made of corrosion proof material and preferably be nonmagnetic.
- l) The name plate shall conform to the requirements of IEC incorporating the year of manufacture.
- m) The heat treatment cycle details along with necessary quality checks used for individual blocks along with insulation layer formed across each block are to be furnished. Metalizing coating thickness for reduced resistance between adjacent discs is to be furnished with additional information schedule of bid proposal sheets along with procedure for checking the same. Details of thermal stability test for uniform distribution of current on individual disc is to be furnished.
- n) The manufacturer will submit data for rejection rate of ZnO blocks during manufacturing/operation for the past three years.
- o) The sealing arrangement of the Surge Arrester stacks shall be done incorporating grooved flanges with the O-rings/elliptical cross section gaskets of Neoprene or Butyl rubber.**
- p) For Surge arrester with polymer housing, the cantilever strength shall not be less than 150kg.**

3.1 Galvanization, Nickel Plating etc.:

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3.2.1 All ferrous parts exposed to atmosphere shall be hot dip galvanized as per IS: 2629 as amended from time to time. Tinned copper/ brass lugs shall be used for internal wiring of discharge counter. Screws used for electrical connections shall be either made of brass or nickel plated.


3.2.2 Ground terminal pads and name plate brackets shall be hot dip galvanized.

3.2.3 The material shall be galvanized only after completing all shop operations.

4.0 FITTINGS AND ACCESSORIES:

- a) Arrester shall be complete with insulating base having provision for bolting to flat surface of structure.
- b) Self-contained discharge counters, suitably enclosed for outdoor use and requiring no auxiliary or battery supply for operation shall be provided for each single pole unit along with necessary connection. Suitable leakage current meters should also be supplied within the same enclosure. The reading of milli-ammeter and counters shall be visible through an inspection glass panel. The terminals shall be robust and of adequate size and shall be so located that incoming and outgoing connections are made with minimum possible bends. The surge counter shall be provided with a potential free contact rated for 220 Volt (DC) which shall close whenever a surge is recorded by the surge monitor. Necessary arrangement shall be provided for extending the contact information to Substation Automation System/RTU.
- c) Surge monitor consisting of discharge counters and milli-ammeters should be suitable to be mounted on support structure of the arrester and should be tested for IP66 degree of protection. The standard supporting structure (supply is in BHEL scope) for surge arrester should be provided with a mounting pad, for fixing the surge monitor. The surge monitor should be suitable for mounting on this standard mounting pad. Also all nuts, bolts, washers etc. required for fixing the surge monitor shall have to be supplied by the bidder.

The arrangement for Surge Monitor enclosure fixing to the structure shall be at its rear/bottom. Connection between the Surge Arrester base and Surge Monitor shall be through a 2.0 m (minimum) long insulated copper rod/strip of at least 75 sq.mm cross sectional area/ 70 sq. mm insulated flexible connecting cable. The cable shall be terminated at rear/bottom side of the Surge Monitor. The gaskets of the surge monitors shall be of Neoprene, Butyl or equivalent material.

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- d) Grading/corona rings on each complete arrester unit for proper stress distribution shall be provided if required for attaining all the relevant technical parameters. Suitable terminal connectors shall be supplied by the bidder.

5.0 TESTS:

- 5.1 In accordance with the requirements stipulated under **Section-3**, the surge arresters should have been type tested as per IEC/IS and shall be subjected to routine and acceptance tests in accordance with IEC document. In the switching surge operating duty test, the samples shall be pre-heated to 70 deg. C, (instead of 60 deg. C. as given in IEC) prior to application of long duration surges. For contamination test, procedures outlined in 60099-3 shall be followed.

The test reports of the type tests and the following additional type tests shall also be submitted for the Purchaser's review.

- i) Radio interference voltage test as per Section-3.
- ii) Seismic withstand test as per **Section-3**.
- iii) Accelerated Ageing test.
- iv) Test to verify the Power frequency versus time characteristics. Temporary over voltage profile for 216 kV and below rated arresters to be mutually agreed.


Each metal oxide block of surge arresters shall be tested for the guaranteed specific energy capability in addition to the routine/acceptance test as per IEC: 60099-4.

5.2 (a) **Acceptance Tests:**

1. Measurement of power frequency reference voltage of the arrester units.
2. Lightning Impulse Residual voltage on arrester units. (IEC clause 6.3.2).
3. Internal Ionization or partial discharge test.
4. The galvanization test on expose metal part.

(b) **Special Acceptance Test:**

1. Thermal stability test on three sections. (IEC Clause 7.2.2/9.2.2).
2. Aging and Energy Capability test on ZnO blocks (procedure to be mutually agreed)

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3. Watt loss test.

(c) **Routine Tests:**

1. Sealing test: Water dip test at 1.5m depth from top of Surge Arrestor for 30 minutes shall be performed during assembly of Surge Arrester stacks (followed by other routine tests, i.e. P.D. Measurement, Reference Voltage, Residual Voltage & IR measurement).
2. Measurement of reference voltage.
3. Residual voltage test of arrester unit.
4. Internal Ionization test or partial discharge test.
5. Verticality check on completely assembled Surge arresters as a sample test on each lot.
6. Power losses are measured at 0.8 times rated voltage on each arrester.
7. Check of internal corona made at 1.05 times COV. Each unit is checked to have steady internal corona level less than 50 pC in a pass/no pass test.
8. Tightness check to be made on each unit in pass/no pass test. Maximum permissible leakage is 0.0001 cc/sec at a pressure difference of 0.1 Mpa.
9. Dimensional Verification.
10. Galvanizing test
11. Porosity Test


(d) **Test on Surge Monitors:**

The Surge monitors shall also be connected in series with the test specimens during residual voltage and current impulse withstand tests to verify efficacy of the same. Additional routine/ functional tests with one 100A and 10kA current impulse (8/20 micro sec.) shall also be performed on the Surge monitor.

Surge monitors shall be routinely tested for water dip test at 1.5m for 30 minutes. No water vapors shall be visible on the monitor glass.

(e) **Test on insulators**

All routine tests shall be conducted on the hollow column insulators as per IEC 62155. Polymer housing shall be tested in accordance to IEC-61462.

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The following additional tests shall be carried out on 245 kV Insulators:

- i) Ultrasonic test as a routine test.
- ii) Pressure test as a routine test.
- iii) Bending load test in 4 directions at 50% specified bending load as a routine test.
- iv) Bending load test in 4 directions at 100% specified bending load as a sample test on each lot.
- v) Burst pressure test as a sample test on each lot.


6.0 SPARE PARTS AND MAINTENANCE EQUIPMENT:

Bidder shall include in his proposal spare parts and maintenance equipment, as mentioned in Section-I.

7.0 TECHNICAL PARAMETERS:

A. 245 kV CLASS SURGE ARRESTER:

- | | | |
|-----|---|--------------------------------|
| (a) | Rated arrester voltage | 198 kV |
| (b) | Design Ambient temp deg. C | 50 |
| (c) | Rated frequency | 50 Hz |
| (d) | Nominal discharge Current | 10 kA of 8/20 microsecond wave |
| (c) | Minimum discharge (referred to rated arrester voltage) or corresponding to Minimum discharge Characteristics. | 5kJ/kV |
| (d) | Continuous operating Voltage at 50 deg. C | 168 kV rms |
| (e) | Max. Switching surge Residual voltage (1kA) | 500 kVp |
| (f) | Max. Residual voltage at | |
| | i) 5 kA | 560 kVp |

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	ii) 10 kA nominal Discharge current	600 kVp
	iii) 20kA nominal discharge current	--
(g)	Long duration discharge Class	3
(h)	High current short Duration test value (4/10 micro second wave)	100 kAp
(i)	Current for pressure Relief test	40 kA rms
(j)	Low current long duration Test value (2400 micro sec)	As per IEC.
(k)	Prospective symmetrical fault current	40kA (rms) for 0.2 sec
(l)	Pressure relief class	A
(m)	Type	Gapless/ Metal ZnO
(n)	Partial Discharge at 1.05 COV	less than 10pC
(o)	Discharge Current and leakage current meter	To be provided
(p)	Max. RIV at 1.1 Un/sqrt(3) kV (rms)	500 micro volt
(q)	System Neutral earthing	Effectively earthed

8.0 PRE-COMMISSIONING TESTS:

8.1 An indicative list of tests is given below.

- Operation check of LA counter.
- Insulation resistance measurement
- Capacitance and Tan delta measurement of individual stacks.
- Third harmonic resistive current measurement (to be conducted after energisation.)

Contractor shall perform any additional test based on specialties of the items as per the field Q.P./Instructions of the equipment Supplier or Purchaser without any extra cost to the Purchaser.

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SECTION - 3

PROJECT DETAILS AND GENERAL SPECIFICATIONS

3.0 GENERAL

This section stipulates the General Technical Requirements under the contract and will form an integral part of the Technical Specification.

The provisions under this section are intended to supplement general requirements for the materials, equipment and services covered under other sections and is not exclusive. However, in case of conflict between the requirements specified in this section and requirements specified under other sections, the requirements specified under respective sections shall hold good.

3.1 SITE INFORMATION


SL.NO.	DESCRIPTION	
3.1	PROJECT INFORMATION	
	a) Customer	NLC TAMILNADU POWER LIMITED (NTPL)
	b) Project	2X500 MW FGD TUTICORIN PROJECT
	c) Project location	TAMILNADU
	d) Transport facilities Nearest Railway Station/Gauge Distance from Railway Station	Port Trust Railway Yard
	e) Access roads	National Highway No. 7A
3.2	SITE CONDITIONS	
3.2.1	Ambient Temp.	36.5 °C maximum 20.8 °C minimum
	a) Maximum Design Ambient air temp. (Max.) °C	50
	b) Minimum Design Ambient air temp. (Max.) °C	
3.2.2	Relative humidity	Max- 80% Min.-35% Average- 57 to 68%
3.2.3	Height above mean sea level	1.46 M above MSL
3.2.4	Earth quake data	
	a) Seismic zone as per IS 1893:84	Zone II as per IS: 1893 latest edition.
3.2.5	Wind data	
	a) Wind velocity m/sec.	In accordance with IS-875, Part-3
3.2.6	Average annual rainfall	437 mm

3.2 INSTRUCTION TO BIDDERS

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

The bidders shall furnish catalogues, engineering data, technical information, design documents, drawings etc fully in conformity with the technical specification.

It is recognised that the Manufacturer may have standardised on the use of certain components, materials, processes or procedures different than those specified herein. Alternate proposals offering similar equipment based on the manufacturer's standard practice will also be considered provided such proposals meet the specified designs, standard and performance requirements and are

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acceptable to the Purchaser. Unless brought out clearly, the Bidder shall be deemed to conform to this specification scrupulously.

3.3 STANDARDS

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

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

In addition to meeting the specific requirement called for in Sections 1 and 2 of the Technical Specification, the equipment shall also conform to the general requirement of the applicable standards, which shall form an integral part of the specification.

The Bidder shall note that standards mentioned in the specification are not mutually exclusive or complete in themselves, but intended to complement each other.

When the specific requirements stipulated in the specifications exceed or differ from those required by the applicable standards, the stipulation of the specification shall take precedence.

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

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

The bidder shall clearly indicate in his bid the specific standards in accordance with which the works will be carried out.


SURGE ARRESTERS:

SL. No.	STANDARD	DESCIRPTION
1	IS-3070 (PART2)	Lightning arresters for alternating current systems : Metal oxide lightning arrestors without gaps
2	IEC-60099-4	Metal oxide surge arrestors without gaps
3	IEC-60099-5	Selection and application recommendation
4	ANSI-C62.1	IEE Standards for S A for AC Power Circuits
5	NEMA-LA 1	Surge Arresters

3.4 SERVICES TO BE PERFORMED BY THE EQUIPMENT BEING FURNISHED

All equipment shall also perform satisfactorily under various other electrical, electromechanical and meteorological conditions of the site of installation. All equipment shall be able to withstand all external and internal mechanical, thermal and electromechanical forces due to various factors like wind load, temperature variation, ice & snow, (wherever applicable) short circuit etc for the equipment.

3.5 ENGINEERING DATA

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3.5.1 Drawings

The contractor shall necessarily submit all the drawings/ documents unless anything is waived. The contractor shall submit 6 (six) sets of drawings/ design documents/ data/ test reports as may be required for the approval of the purchaser. All drawings submitted by the Manufacturer including those submitted at the time of bid shall be in sufficient detail to indicate the type, size, arrangement, material description, Bill of Materials, weight of each component, break-up for packing and shipment, the external connections, fixing arrangement required. the dimensions required for installation and interconnections with other equipment and materials, clearances and spaces required for installation and interconnections between various portions of equipment and any other information specifically requested in the specifications.

Each drawing submitted by the Manufacturer shall be clearly marked with the name of the Purchaser, the unit designation, the specifications title, the specification number and the name of the Project. If standard catalogue pages are submitted, the applicable items shall be indicated therein. All titles, noting, markings and writings on the drawing shall be in English. All the dimensions should be in metric units.

Further work by the Manufacturer shall be in strict accordance with these drawings and no deviation shall be permitted without the written approval of the Purchaser, if so required.

The review of these data by the Owner will cover only general conformance of the data to the specifications and documents, interfaces with the equipment provided under the specifications, external connections and of the dimensions which might affect substation layout. Owner may not indicate a thorough review of all dimensions, quantities and details of the equipment, material, any devices or items indicated or the accuracy of the information submitted. This review and /or approval by the Owner shall not be considered by the Manufacturer, as limiting any of his responsibilities and liabilities for mistakes and deviations from the requirements, specified under these specifications and documents.


All manufacturing and fabrication work in connection with the equipment prior to the approval of the drawings shall be at the Manufacturer's risk. The Manufacturer may make any changes in the design which are necessary to make the equipment conform to the provisions and intent of the Contract and such changes will again be subject to approval by the Purchaser. Approval of Manufacturer's drawing or work by the Purchaser shall not relieve the manufacturer of any of his responsibilities and liabilities under the Contract

All engineering data submitted by the Manufacturer after final process including review and approval by the Owner shall form part of the Contract Document and the entire works performed under these specifications shall be performed in strict conformity, unless otherwise expressly requested by the Owner in Writing.

The title block of drawings shall contain the following information incorporated in all contract drawings

Title block for 2X500 MW FGD TUTICORIN PROJECT:

- | | |
|-------------------------------------|---|
| 1. Customer | : NLC TAMILNADU POWER LIMITED (NTPL) |
| 2. Project | : 2X500 MW FGD TUTICORIN PROJECT |
| 3. Contract No./LOA No. | : CO CONTS/009H/NTPL/FGD/2019 dtd 09.08.2019 |
| 4. Main Contractor | : Bharat Heavy Electricals Limited |
| 5. BHEL Order No. & Date | : |

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3.5.2 Approval Procedure

The scheduled dates for the submission of these as well as for, any data/ information to be furnished by the Purchaser would be discussed and finalised at the time of award.

NOTES:

- a) The manufacturer may note that all re-submissions must incorporate all comments given in the prior submission by the Purchaser. Adequate justification for not incorporating the same must be submitted, failing which the submitted documents may be returned.

3.6 QUALITY ASSURANCE PROGRAMME

To ensure that the equipment and services under the scope of this Contract, whether manufactured or performed within the Manufacturer's Works or at his Sub-manufacturer's premises or at the Purchaser's site or at any other place of Work, are in accordance with the specifications, the Manufacturer shall adopt a suitable quality assurance programme to control such activities at all points, as necessary. Such programme shall be outlined by the Manufacturer and shall be finally accepted by the Purchaser after discussions before the award of Contract. A quality assurance programme of the manufacturer shall generally cover the following:


- (a) Manufacturer's organisation structure for the management and implementation of the proposed quality assurance programme;
- (b) Documentation control system;
- (c) Qualification data of bidder's key personnel;
- (d) The procedure for purchases of materials, parts components and selection of sub-Manufacturer's services including vendor analysis, source inspection, incoming raw material inspection, verification of material purchases etc.
- (e) System for shop manufacturing and site erection controls including process controls and fabrication and assembly control;
- (f) Control of non-conforming items and system for corrective actions;
- (g) Inspection and test procedure both for manufacture and field activities;
- (h) Control of calibration and testing of measuring instruments and field activities;
- (i) System for indication and appraisal of inspection status;
- (j) System for quality audits;
- (k) System for authorising release of manufactured product to the Purchaser
- (l) System for maintenance of records;
- (m) System for handling storage and delivery; and
- (n) A quality plan detailing out the specific quality control measures and Procedures adopted for controlling the quality characteristics relevant to each item of equipment furnished and/or services rendered.

The Purchaser or his duly authorised representative reserves the right to carry out quality audit and quality surveillance of the system and Procedure of the Manufacturer/his vendors quality management and control activities.

3.7 Quality Assurance Documents

The Manufacturer shall be required to submit the following all Quality Assurance Documents as stipulated in the quality plan at the time of purchasers inspection of equipment/ material.

3.8 TYPE TESTING, INSPECTION, TESTING & INSPECTION CERTIFICATE

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

The reports for all type tests and additional type tests as per technical specification and shall be furnished by the Contractor along with equipment/material drawings. The type tests conducted earlier should have either been conducted in accredited laboratory (accredited based on ISO/IEC Guide 25/17025 or EN 45001 by the national accreditation body of the country where laboratory is located) or witnessed by the representative(s) of Utility. The test-reports submitted shall be of the tests conducted within last 5 (five) years prior to the date of bid opening. In case the test reports are of the test conducted earlier than 5 (five) years prior to the date of bid opening, the contractor shall repeat these test(s) at no extra cost to the purchaser.

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


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

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

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

The Purchaser or Inspector shall, within fifteen (15) days from the date of inspection as defined herein, give notice in writing to the Manufacturer, of any objection to any drawings and all or any equipment and workmanship which in his opinion is not in accordance with the Contract. The Manufacturer shall give due consideration to such objections and shall either make the modifications that may be necessary to meet the said objections or shall confirm in writing to the Purchaser/ inspector giving reasons therein, that no modifications are necessary to comply with the Contract.

When the factory tests have been completed at the Manufacturer's works, the Purchaser/ inspector shall issue a certificate to this effect within fifteen (15) days after completion of tests but if the tests are not witnessed by the Purchaser/inspector, the certificate shall be issued within fifteen (15) days of

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receipt of the Manufacturer's Test certificate by the Engineer/ Inspector. Failure of the Purchaser/inspector to issue such a certificate shall not prevent the Manufacturer from proceeding with the Works. The completion of these tests or the issue of the certificate shall not bind the Purchaser to accept the equipment should it, on further tests/ after erection, be found not to comply with the Contract. The equipment shall be dispatched to site only after approval of test reports and issuance of MICC by the Purchaser.

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

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

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

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

3.9 MATERIAL/ WORKMANSHIP


General Requirement

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

Incase where the equipment, materials or components are indicated in the specification as 'similar' to any special standard, the Purchaser shall decide upon the question of similarity. When required by the specification or when required by the Purchaser the Contractor shall submit, for approval, all the information concerning the materials or components to be used in manufacture. Machinery, equipment, materials and components supplied, installed or used without such approval shall run the risk of subsequent rejection, it being understood that the cost as well as the time delay associated with the rejection shall be borne by the Contractor.

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

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

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

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

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

A cast iron or welded steel base plate shall be provided for all rotating equipment which are to be installed on a concrete base unless otherwise agreed to by the Purchaser. Each base plate shall support the unit and its drive assembly, shall be of design with pads for anchoring the units, shall have a raised up all around and shall have threaded in air connections, if so required.

Provisions For Exposure to Hot and Humid climate

Outdoor equipment supplied under the specification shall be suitable for service storage under tropical conditions of high temperature, high humidity, heavy rainfall and environment favorable to the growth of fungi and mildew. The indoor equipments located in non-air-conditioned areas shall also be of same type.

3.10 PACKING AND STORAGE

All the equipments shall be suitably protected, coated, covered or boxed and crated to prevent damage or deterioration during transit, handling and storage at site till the time of erection. On request of the purchaser, the manufacturer shall also submit packing details/ associated drawing for any equipment/ material at a later date, in case the need arises.

All coated surfaces shall be protected against abrasions, impact, discolouration and any other damages. All exposed threaded portions shall be suitably protected with either a metallic or a non-metallic protecting device.

Supplier shall ensure that equipment shall be properly packed, blocked, padded, coated and protected so that it is not damaged due to possible mishandling. Storage requirements shall be clearly defined by the supplier. Packing shall be such that if required, long time storage at site should not deteriorate the performance of the equipment.

CORONA AND RADIO INTERFERENCE VOLTAGE (RIV) TEST

1. General

Unless otherwise stipulated, all equipment together with its associated connectors, where applicable, shall be tested for external corona (for 400kV & above) both by observing the voltage level for the extinction of visible corona under falling power frequency voltage and by measurement of radio interference voltage (RIV) for 132kV and above.

2. Test Levels:

The test voltage levels for measurement of external RIV and for corona extinction voltage are listed under the relevant clauses of the specification.

3. Test Methods for RIV:

3.1 RIV tests shall be made according to measuring circuit as per International Special-Committee on Radio Interference (CISPR) Publication 16-1(1993) Part -1. The measuring circuit shall preferably be tuned to frequency with 10% of 0.5 Mhz but other frequencies in the range of 0.5 MHz to 2 MHz may be used, the measuring frequency being recorded. The results shall be in microvolts.

3.2 Alternatively, RIV tests shall be carried out in accordance with relevant IEC of respective equipment or NEMA standard Publication No. 107-1964.

3.3 In measurement of, RIV, temporary additional external corona shielding may be provided. In measurements of RIV only standard fittings of identical type supplied with the equipment and a simulation of the connections as used in the actual installation will be permitted in the vicinity within 3.5 meters of terminals.

3.4 Ambient noise shall be measured before and after each series of tests to ensure that there is no variation in ambient noise level. If variation is present, the lowest ambient noise level will form basis for the measurements. RIV levels shall be measured at increasing and decreasing voltages of 85%, 100%, and 110% of the specified RIV test voltage for all equipment unless otherwise specified. The specified RIV test voltage for 765kV, 400 kV, 220 KV is listed in the detailed specification together with maximum permissible RIV level in microvolts.

3.5 The metering instruments shall be as per CISPR recommendation or equivalent device so long as it has been used by other testing authorities.

3.6 The RIV measurement may be made with a noise meter. A calibration procedure of the frequency to which noise meter shall be tuned shall establish the ratio of voltage at the high voltage terminal to voltage read by noise meter.

4. Test Methods for Visible Corona

The purpose of this test is to determine the corona extinction voltage of apparatus, connectors etc. The test shall be carried out in the same manner as RIV test described above with the exception that RIV measurements are not required during test and a search technique shall be used near the onset and extinction voltage, when the test voltage is raised and lowered to determine their precise values. The test voltage shall be raised to 110% of specified corona extinction voltage and maintained there for five minutes. In case corona inception does not take place at 110%, test shall be stopped, otherwise test shall be continued and the voltage will then be decreased slowly until

all visible corona disappears. The procedure shall be repeated at least 4 times with corona inception and extinction voltage recorded each time. The corona extinction voltage for purposes of determining compliance with the specification shall be the lowest of the four values at which visible corona (negative or positive polarity) disappears. Photographs with laboratory in complete darkness shall be taken under test conditions, at all voltage steps i.e. 85%, 100%, and 110%. Additional photographs shall be taken at corona inception and extinction voltages. At least two views shall be photographed in each case using Panchromatic film with an ASA daylight rating of 400 with an exposure of two minutes at a lens aperture of f/5.6 or equivalent. The photographic process shall be such that prints are available for inspection and comparison with conditions as determined from direct observation. Photographs shall be taken from above and below the level of connector so as to show corona on bushing, insulators and all parts of energised connectors. The photographs shall be framed such that test object essentially, fills the frame with no cut-off.

For recording purpose, modern devices utilizing UV recording methods such as image intensifier may also be used.

- 4.1 The test shall be recorded on each photograph. Additional photograph shall be taken from each camera position with lights on to show the relative position of test object to facilitate precise corona location from the photographic evidence.
- 4.2 In addition to photographs of the test object preferably four photographs shall be taken of the complete test assembly showing relative positions of all the test equipment and test objects. These four photographs shall be taken from four points equally spaced around the test arrangement to show its features from all sides. Drawings of the laboratory and test set up locations shall be provided to indicate camera positions and angles. The precise location of camera shall be approved by Employer's inspector, after determining the best camera locations by trial energisation of test object at a voltage which results in corona.
- 4.3 The test to determine the visible corona extinction voltage need not be carried out simultaneously with test to determine RIV levels.
- 4.4 However, both test shall be carried out with the same test set up and as little time duration between tests as possible. No modification on treatment of the sample between tests will be allowed. Simultaneous RIV and visible corona extinction voltage testing may be permitted at the discretion of Employer's inspector if, in his opinion, it will not prejudice other test.

5. Test Records:

In addition to the information previously mentioned and the requirements specified as per CISPR or NEMA 107-1964 the following data shall be included in test report:

- a) Background noise before and after test.
- b) Detailed procedure of application of test voltage.
- c) Measurements of RIV levels expressed in micro volts at each level.
- d) Results and observations with regard to location and type of interference sources detected at each step.
- e) Test voltage shall be recorded when measured RIV passes through 100 microvolts in each direction.
- f) Onset and extinction of visual corona for each of the four tests required shall be recorded.

SEISMIC WITHSTAND TEST PROCEDURE

The seismic withstanding test on the complete equipment (for 132kV and above) shall be carried out alongwith supporting structure.

The Bidder shall arrange to transport the structure from his Contractor's premises/ NTPL sites for the purpose of seismic withstand test only.

The seismic level specified shall be applied at the base of the structure. The accelerometers shall be provided at the Terminal Pad of the equipment and any other point as agreed by the Employer. The seismic test shall be carried out in all possible combinations of the equipment. The seismic test procedure shall be furnished for approval of the Employer.

The frequency range for the earthquake spectra shall be as per IEC-6227-300.


SECTION-4

SCHEDULE OF GUARANTEED TECHNICAL PARTICULARS

390kV 216kV 198kV 120kV

SURGE ARRESTERS


1. Name and address of Manufacturer
2. Manufacturer's type designation
3. Applicable standards
4. Arrester class and type
5. Rated arrester voltage (kV)
6. Rated system voltage (kV)
7. Maximum continuous operating voltage (COV) at 50 deg.C ambient temperature (kV)
8. Nominal discharge current (8/20 micro sec.wave) (kA)
9. Minimum discharge capability (kJ / kV)
10.
 - a) Maximum residual voltage at nominal discharge current (kVpeak)
 - b) Minimum residual voltage at nominal discharge current (kVpeak)
11.
 - a) Maximum residual voltage at 50 % nominal discharge current (kVpeak)
 - b) Maximum residual voltage at 200% nominal discharge current (kVpeak)
12. Steep fronted wave residual voltage at 1 KA (kVpeak)
13. Long duration discharge class
14. Impulse current withstand
 - a) High current short duration (4/10 micro-sec wave) in kVpeak
 - b) Low current long duration (2000 microsec.)
15. Current for pressure relief test (kA)
16. Pressure relief class (as per IEC 99)

	Project:	2X500 MW FGD TUTICORIN PROJECT
	Customer:	NLC TAMILNADU POWER LIMITED (NTPL)
	Contractor:	Bharat Heavy Electricals Limited
	Document No.	TB-416-316-001, Rev.00
	Technical Specification:	198 kV Surge Arrester

SECTION 5
TECHNICAL CHECK LIST FOR SURGE ARRESTOR
(INFORMATION TO BE FURNISHED WITH OFFER)

BIDDERS ARE INSTRUCTED TO WRITE 'YES' UNDER CLOUMN '7', IF THE INFORMATION / SCHEDULE IS FURNISHED / ENCLOSED WITH THEOFFER, **OR** WRITE 'NO' UNDER CLOUMN '7', IF THE INFORMATION / SCHEDULE IS NOT FURNISHED / ENCLOSED WITH THE OFFER, **OR** WRITE 'NOT APPLICABLE (NA)' UNDER CLOUMN '7', IF THE INFORMATION / QUERY / SCHEDULE IS NOT RELEVANT TO THEM, AND **RETURN THIS CHECKLIST AS THE PART OF THE OFFER DULY SIGNED**

S. No.	PARAMETERS	SPECIFIED REQUIREMENT (198kV)	Confirmed Yes/No	REMARKS (if any)
1	Type	Gapless, Zinc Oxide		
2	Installation	Outdoor		
3	Nominal System Voltage	220kV		
4	Highest system Voltage	245kV		
5	Rated Arrestor Voltage(kV)	198kV		
6	Type of Insulator housing	Polymer		
7	Standard applicable for Surge arrester	IEC:60099-4		
8	Nominal discharge current	10kA of 8/20 microsecond wave		
9	Continuous Operating Voltage at 50 deg C	168kV (rms)		
10	Min. discharge capability	5kJ/kV		
11	Rated frequency (Hz)	50		
12	Current for Pressure relief test	40kA rms		
13	Long duration discharge class	Class 3		
14	Cantilever strength of Insulator (minimum)	150kg (polymer)		
15	Min. creepage distance	31mm/kV		
16	Length of connecting lead between Surge arrester to counter	5 meter		
17	Degree of Protection for Surge counter	IP66		
18	Accessories & Earthing Connection leads between the bottom of the Arrester & Surge counter	Included		

	Project:	2X500 MW FGD TUTICORIN PROJECT
	Customer:	NLC TAMILNADU POWER LIMITED (NTPL)
	Contractor:	Bharat Heavy Electricals Limited
	Document No.	TB-416-316-001, Rev.00
	Technical Specification:	198 kV Surge Arrester

19	Hardware required for inter-unit connection and to connect the Lightning arrester to structure	Yes		
20	Terminal connectors provided	Yes		
21	Valid Type test Reports available	Yes		
22	Type tests will be conducted free of cost if reports not acceptable/invalid	Free		
23	GA drawing, GTP & VI characteristics graphs	Enclosed		

SIGN AND SEAL OF BIDDER

Date:

Place:

Phone:

Fax:

E-mail:

Mobile:

Website:

Un price Bid Format :- Bidder has to mark Quoted in this format

Validate Print Help [See BoQ](#)

Tender Inviting Authority: BHEL/ TBG

Name of Item:- Supply of 198 kV Surge arrester for FGD System package for NTPL – 2x500 MW TPP at Tuticorin, Tamilnadu as per the tender document

Enquiry/NIT No: 34Q2300047 dated 21.05.2022

Name of the Bidder/ Bidding Firm / Company :														
PRICE SCHEDULE (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)														
NUMBER #	TEXT #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Item Code / Make	Quantity	Units	Unit RATE in Figures To be entered by the Bidder in Rs. P	GST (in Percentage)	GST Amount (Unit Rate*Quantity* GST) in Rs. P	Unit Freight & Insurance Charges in Rs. P	GST (in Percentage)	GST Amount on F&I (Unit Rate*Quantity*GST) in Rs. P	HSN / SAC Code	TOTAL Ex-Works + F & I AMOUNT excluding GST in Rs. P	TOTAL Ex-Works + F & I AMOUNT including GST in Rs. P	TOTAL AMOUNT In Words
1	2	3	4	5	13	14	15	16	20	21	51	53	54	55
1	SUPPLY- SURGE ARRESTOR : 10KA NOMINAL DISCHARGE, 31MM/KV CREEPAGE, POLYMER TYPE, 198KV SINGLE PHASE, GAPLESS (ZNO) SURGE ARRESTER COMPLETE WITH ALL ACCESSORIES (CORNONA RING [IF APPLICABLE], SURGE COUNTER/ MONITOR,	item1	3.00	NOS			0.00			0.00		0.000	0.000	INR Zero Only
2	SUPPLY- SURGE ARRESTOR : 198KV TERMINAL CONNECTOR SUITABLE FOR ACSR TWIN MOOSE	item2	3.00	NOS			0.00			0.00		0.000	0.000	INR Zero Only
3	SURGE ARRESTOR : INSULATED CONNECTING CABLE CONNECTING SURGE ARRESTER TO SURGE COUNTER	item3	15.00	Meter			0.00			0.00		0.000	0.000	INR Zero Only
Total in Figures												0.000	0.000	Zero Only
Quoted Rate in Words												INR Zero Only		

Sl.	Name of the bank	
1	State Bank of India	
2	Canara Bank	
3	Axis Bank	
4	Bank of Baroda	
5	Central Bank	
6	Citi Bank N.A.	
7	Deutsche Bank **	
8	Exim Bank	
9	Federal Bank Limited	
10	HDFC Bank Limited	
11	Hongkong and Shanghai Banking Corporation Ltd	
12	Indian Bank	
13	ICICI Bank Limited	
14	IDBI Bank Limited	
15	IndusInd Bank Limited	
16	Indian Overseas Bank	
17	Kotak Mahindra Bank Limited	
18	Punjab National Bank	
19	RBL Bank Ltd.	
20	Standard Chartered Bank	
21	Union Bank of India	
22	Yes Bank Limited	
	TOTAL	

TECHNICAL QUALIFYING REQUIREMENT

Bidder should be manufacturer of the offered Surge arrester. Bidder needs to meet the following technical requirements of 198kV surge arrester as stipulated here under:

The manufacturer (s) whose Surge Arrester (s) are offered, must have, manufactured, type tested (as per IS/IEC or equivalent standard) and supplied 198kV or higher voltage class Surge Arrester as on original date of technical bid opening of this tender.

GENERAL POINTS (NOTES)

- Consideration of offer shall be subject to customer approval of bidder (s), as applicable.



PREPARED BY



REVIEWED AND APPROVED BY

TENDER ENQUIRY NO.:- 34Q2300047 dated 21.05.2022**Item Name: - 198 kV Surge Arrester****Project Name: - FGD System package for NTPL – 2x500 MW TPP at Tuticorin, Tamilnadu****ACTIVITY SCHEDULE [ANNEXURE II]**

IMMEDIATE Delivery after approval of drawing and documents, however Break up of delivery period taken (Delay analysis for cases of delivery extension if required, shall be governed as per below schedule)

SL. NO.	ACTIVITY	ACTIVITY TIME IN WEEKS	CUMULATIVE TIME IN WEEKS FROM LOI/PO DATE	REMARKS IF ANY
1.	Submission of P.O Acceptance	01	01	
2.	Submission of documents necessary for getting manufacturing clearance like Drawings, data sheet etc.	02	03	
3.	Review and Approval of documents and issue of manufacturing clearance	03	06	
4.	Manufacturing Time	12	18	
5.	Inspection	02	20	
6.	Issue of MICC / MDCC	02	22	
7.	Dispatch	02	24	

Note :

- 1) Supplier must ensure the completeness and correctness of the requisite documents before submission for approval. Delay in approval on account of incomplete / inadequate information shall be the responsibility of supplier.
- 2) Inspection call should be given in the prescribed format only. Inspection calls not in the prescribed format shall not be entertained.
- 3) Qty to be offered for inspection should be in accordance within Delivery-schedule – lot. BHEL reserves the right not to entertain multiple inspection calls for a Delivery – lot and delay on this account shall be the responsibility of Supplier.
- 4) Supplier to ensure every revised submission incorporating comments within 1 week from the date of comments. In case there are delays in submission /resubmission of drawing /documents as per above schedule, that much days would be reduced from delivery period.
- 5) Supplier to furnish the advance information (at least 02 weeks) for inspection of the material after ensuring the readiness.

Signature & Seal of
Supplier

Date:

Check List for Supply bills (ANNEXURE III)

Name Of the Project							
Package Description							
Invoice No. & Date							
PO No. & date							
Sr. No	Documents Required	Copies	Check Points	Page no.	Vendor Remarks (Y/N/NA)	Verification by MM (Y/N/NA)	Verification by Fin (Y/N/NA)
1	Original for Buyer Invoice - GST compliant invoice	1 Original+2 Copy	1. Please ensure GST complaint invoice in original 2. Consignee address : BHEL C/o followed by site address 3. Item description and unit of quantity are matched with PO 4. Buyer address and GSTN No as required (TBG Noida or Nodal 5. PO No and date, LR No and date, Vehicle No and Project name are 6. Invoiced quantity are not more than th PO quantity and MICC 7. Ex works unit rate , Taxes and F&I rates are same as per PO 8. Signed and stamped by vendor				
2	Received LR (signed & stamped)/ confirmation from site regarding receipt of packages/ Boxes	1Original+2 Copy	1. Consignee address : BHEL C/o followed by Site address 2. In case of material purchased from sub vendor , Consignee address Vendor's name C/o BHEL C/o Site address 3. Vendor's Invoice no and Vehicle No are mentioned 4. No of boxes/No of packages are same as per Packing list 5. In case of and adverse remark on LR (Like shortages/damages/broken etc) , clarification from site/TBMM/TBCM is needed 6. LR is readable 7. In case of photo copy, LR is verified by TBMM 8. LR date is after the date of MICC/(MDCC if issued) or same date				
3	Packing List - showing number of packages, and gross weight/net Weight (if applicable)	1Original+2 Copy	1. PO No and date, LR No and date, Invoice No and date, Site Name and address, Consignor and consignee address are mentioned 2. Item description and quantity are matched with Invoice and PO 3. Signed and stamped by vendor 4. No of packages/ Item descriptions are matched with MRC and LR				
4	MICC from BHEL	1Original+2C opy	1. BHEL MICC has been issued prior to the date of dispatch or on same date 2. In case where MICC date is after the date of dispatch then MDCC date is same or prior to the date of dispatch 3. Project Name, PO, Po Date, Vendor's name and address is correct 4. Item description, Quantity and unit of quantity are same as per PO 5. All hold point in MICC , if any, have been resolved before submission of bill 6. Signed and stamped by BHEL Executive 7. MICC and MDCC quantity are not less than Invoice quantity and cover all invoiced items.				
5	Guarantee Certificate	1 Original+2 Copy	1. Project Name, PO No., Invoice No , LR No and date are mentioned 2. Guarantee Certificate is strictly matched with PO T&C 3. Signed and stamped by vendor				
6	Bank Guarantee	1 Copy	1. Ensure submission of BG directly from Bank before supply of material so that BG confirmation may be arranged before processing 2. Bill can be processed only after receipt of BG confirmation directly from bank 3. It should be in the name of BHEL , TBG Noida with registered office address Siri Fort, New Delhi 4. It should be in prescribed format. 5. BG value and validity plus claim period should be minimum as specified in PO / RC. Please check before supply , If BG extension is required please arrange the same 6. Vendor's name address should be same as per PO 7. Po No / RC No and date should be correct				
7	Insurance Certificate	1 Original+2 Copy	1. Invoice No and date, Vendor's Name,Place from Consignor to Consignee are mentioned 2. It has not been issued later than the LR date 3. Insured value is not less than the Invoice value 4. Signed and stamped by Insurance Company 5. In case of Open Insurance Policy, declaration has been submitted to Insurance Company as per declaration clause of Open policy and 6. In case of any discrepancy , consent of TBCM is required for processing the bill and amount will be deducted for invalid Insurance				
8	PVC (If applicable) Invoice is submitted along with the Despatch Invoice	1Original+2C opy	PVC (If applicable) Invoice is submitted along with the Despatch Invoice 1. PVC invoice is attched along with supply Invoice 2. Calculation sheet and applicable PVC indices are also enclosed 3. If delay in delivery, then PVC indices are as per PO conditions.				
9	Material receipt Certificate		1. LR No and date, Invoice No and date, Vehicle No and date , Site Name an address are mentioned 2. Date of receipt of material 3. Item description and quantity are same as per Invoice / Packing List 4. It is signed and stamped by Site executive 5. In case of any shortages / damages / adverse remark , clarification is needed				
10	Other Documents		To be seen as per specific requirement of PO.				

(A) CONCILIATION (MODEL CONCILIATION CLAUSE FOR CONDUCTING CONCILIATION PROCEEDINGS UNDER THE BHEL CONCILIATION SCHEME, 2018)

The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding (whichever is inapplicable), which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

Notes:

1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in **Annexure-A to this GCC (Enclosed)**.

The Annexure-A together with its appendices will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in these GCC.”

(B) ARBITRATION (WITH SOLE ARBITRATOR)

- 1.1. Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the Sole Arbitrator and such Arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the Contract.
- 1.2. The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.
- 1.3. Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) and amended in 2015 and further amendment passed in 2019 or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall

be New Delhi. The language of arbitration shall be English and the documents shall be submitted in English.

- 1.4. The cost of arbitration shall initially be borne equally by the Parties subject to the final apportionment of the cost of the arbitration in the award of the Arbitrator.
- 1.5. Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

1.6. **SETTLEMENT OF COMMERCIAL DISPUTES BETWEEN CPSES INTER SE AND CPSE(S) AND GOVERNMENT DEPARTMENT(S)/ ORGANISATION(S) – ADMINISTRATIVE MECHANISM FOR RESOLUTION OF CPSES DISPUTES (AMRCD) – REGARDING**

Vide Dept. of Public Enterprises OM No. F. No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018 it has been conveyed that *"To make the mechanism more effective and binding on the disputing parties, a new mechanism namely Administrative Mechanism for resolution of CPSEs Disputes (AMRCD) having two level (tier) structure has been evolved in consultation with various stakeholders to replace the existing PMA mechanism which stands wound up from the date of issue of this OM."* Accordingly, the existing Permanent Machinery of Arbitration (PMA) stands wound up with effect from 22.05.2018 and cases relating to disputes or differences relating to the interpretation and application of the provisions of commercial contract(s) between CPSEs / Port Trust / Central or State Government Department / Organisations (excluding disputes concerning Railways, Income Tax, Customs and Excise Departments) shall be taken up by either party for its resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD).

(C) JURISDICTION AND GOVERNING LAWS

The Courts at New Delhi shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract. This Contract shall be construed as per and be governed by the Laws of India.

ANNEXURE TO MODEL CONCILIATION CLAUSE FOR CONDUCT OF CONCILIATION UNDER THE BHEL CONCILIATION SCHEME, 2018

BRIEF PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS

1. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided herein:
2. The party desirous of resorting to Conciliation shall send an invitation/notice in writing to the other party to conciliate specifying all points of Disputes with details of the amount claimed. The party concerned shall not raise any new issue thereafter. Parties shall also not claim any interest on claims/counter-claims from the date of notice invoking Conciliation till the conclusion of the Conciliation proceedings.
3. The party receiving the invitation/notice for Conciliation shall within 30 days of receipt of the notice of Conciliation intimate its consent for Conciliation along with its counter-claims, if any.
4. The Conciliation in a matter involving claim or counter-claim (whichever is higher) up to Rs 5 crores shall be carried out by sole Conciliator nominated by BHEL while in a matter involving claim or counter-claim (whichever is higher) of more than Rs 5 crores Conciliation shall be carried out by 3 Conciliators nominated by BHEL.
5. The Parties shall be represented by only their duly authorized in-house executives/officers and neither Party shall be represented by a Lawyer.
6. The first meeting of the IEC shall be convened by the IEC by sending appropriate communication/notice to both the parties as soon as possible but not later than 30 days from the date of his/their appointment. The hearings in the Conciliation proceeding shall ordinarily be concluded within two (2) months and, in exceptional cases where parties have expressed willingness to settle the matter or there exists possibility of settlement in the matter, the proceedings may be extended by the IEC by a maximum of further 2 months with the consent of the Parties subject to cogent reasons being recorded in writing.
7. The IEC shall thereafter formulate recommendations for settlement of the Disputes supported by reasons at the earliest but in any case within

15 days from the date of conclusion of the last hearing. The recommendations so formulated along with the reasons shall be furnished by the IEC to both the Parties at the earliest but in any case within 1 month from the date of conclusion of the last hearing.

8. Response/modifications/suggestions of the Parties on the recommendations of the IEC are to be submitted to the IEC within time limit stipulated by the IEC but not more than 15 days from the date of receipt of the recommendations from the IEC.
9. In the event, upon consideration, further review of the recommendations is considered necessary, whether by BHEL or by the other Party, then, the matter can be remitted back to the IEC with request to reconsider the same in light of the issues projected by either/both the Parties and to submit its recommendations thereon within the following 15 days from the date of remitting of the case by either of the Parties.
10. Upon the recommendations by the Parties, with or without modifications, as considered necessary, the IEC shall be called upon to draw up the Draft Settlement Agreement in terms of the recommendations.
11. When a consensus can be arrived at between the parties only in regard to any one or some of the issues referred for Conciliation the draft Settlement Agreement shall be accordingly formulated in regard to the said Issue(s), and the said Settlement Agreement, if signed, by the parties, shall be valid only for the said issues. As regards the balance issues not settled, the parties may seek to resolve them further as per terms and conditions provided in the contract.
12. In case no settlement can be reached between the parties, the IEC shall by a written declaration, pronounce that the Conciliation between the parties has failed and is accordingly terminated.
13. Unless the Conciliation proceedings are terminated in terms of para 22 (b), (c) & (d) herein below, the IEC shall forward his/its recommendations as to possible terms of settlement within one (1) month from the date of last hearing. The date of first hearing of Conciliation shall be the starting date for calculating the period of 2 months.

14. In case of 3 members IEC, 2 members of IEC present will constitute a valid quorum for IEC and meeting can take place to proceed in the matter after seeking consent from the member who is not available. If necessary, videoconferencing may be arranged for facilitating participation of the members. However, the IEC recommendations will be signed by all members. Where there is more than one (1) Conciliator, as a general rule they shall act jointly. In the event of differences between the Members of IEC, the decision/recommendations of the majority of the Members of IEC shall prevail and be construed as the recommendation of the IEC.
15. The Draft Settlement Agreement prepared by the IEC in terms of the consensus arrived at during the Conciliation proceedings between the Parties shall be given by the IEC to both the parties for putting up for approval of their respective Competent Authority.
16. Before submitting the draft settlement agreement to BHEL's Competent Authority viz. the Board Level Committee on Alternative Dispute Resolution (BLCADR) for approval, concurrence of the other party's Competent Authority to the draft settlement agreement shall be obtained by the other party and informed to BHEL within 15 days of receipt of the final draft settlement agreement by it. Upon approval by the Competent Authority, the Settlement Agreement would thereafter be signed by the authorized representatives of both the Parties and authenticated by the members of the IEC.
17. In case the Draft Settlement Agreement is rejected by the Competent Authority of BHEL or the other Party, the Conciliation proceedings would stand terminated.
18. A Settlement Agreement shall contain a statement to the effect that each of the person(s) signing thereto (i) is fully authorized by the respective Party(ies) he/she represents, (ii) has fully understood the contents of the same and (iii) is signing on the same out of complete freewill and consent, without any pressure, undue influence.
19. The Settlement Agreement shall thereafter have the same legal status and effect as an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal passed under section 30 of the Arbitration and Conciliation Act, 1996.
20. Acceptance of the Draft Settlement Agreement/recommendations of the Conciliator and/or signing of the Settlement Agreement by BHEL shall

however, be subject to withdrawal/closure of any arbitral and/or judicial proceedings initiated by the concerned Party in regard to such settled issues.

21. Unless otherwise provided for in the agreement, contract or the Memorandum of Understanding, as the case may be, in the event of likelihood of prolonged absence of the Conciliator or any member of IEC, for any reason/incapacity, the Competent Authority/Head of Unit/Division/Region/Business Group of BHEL may substitute the Conciliator or such member at any stage of the proceedings. Upon appointment of the substitute Conciliator(s), such reconstituted IEC may, with the consent of the Parties, proceed with further Conciliation into the matter either de-novo or from the stage already reached by the previous IEC before the substitution.

22. The proceedings of Conciliation under this Scheme may be terminated as follows:

- a. On the date of signing of the Settlement agreement by the Parties; or,
- b. By a written declaration of the IEC, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of the declaration; or,
- c. By a written declaration of the Parties addressed to the IEC to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,
- d. By a written declaration of a Party to the other Party and the IEC, if appointed, to the effect that the Conciliation proceedings are terminated, on the date of the declaration.
- e. On rejection of the Draft Settlement Agreement by the Competent Authority of BHEL or the other Party.

23. The Conciliator(s) shall be entitled to following fees and facilities:

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

Sl No	Particulars	Amount
		<p>In cases involving claim and/or counter-claim of exceeding Rs 5 crores but less than Rs 10 crores. Rs 75,000 (per Conciliator)</p> <p>In cases involving claim and/or counter-claim of more than Rs 10 crores. Rs 1,00,000/- (per Conciliator)</p> <p>Note: The aforesaid fees for the drafting of the Settlement Agreement shall be paid on Signing of the Settlement Agreement after approval of the Competent Authority or Rejection of the proposed Settlement Agreement by the Competent Authority of BHEL.</p>
3	Secretarial expenses	<p>Rs 10,000/- (one time) for the whole case for Conciliation by a Sole Member IEC.</p> <p>Where Conciliation is by multi member Conciliators –Rs 30,000/- (one time)- to be paid to the IEC</p>
4	<p>Travel and transportation and stay at outstation</p> <p>i) Retired Senior Officials of other Public Sector Undertakings (pay scale wise equivalent to or more than E-8 level of BHEL)</p>	<p>As per entitlement of the equivalent officer (pay scale wise) in BHEL.</p>
	Others	<p>As per the extant entitlement of whole time Functional Directors in BHEL.</p>

Sl No	Particulars	Amount
		Ordinarily, the IEC Member(s) would be entitled to travel by air Economy Class.
5	Venue for meeting	Unless otherwise agreed in the agreement, contract or the Memorandum of Understanding, as the case may be, the venue/seat of proceedings shall be the location of the concerned Unit / Division / Region / Business Group of BHEL. Without prejudice to the seat/venue of the Conciliation being at the location of concerned BHEL Unit / Division / Region / Business Group, the IEC after consulting the Parties may decide to hold the proceedings at any other place/venue to facilitate the proceedings. Unless, Parties agree to conduct Conciliation at BHEL premises, the venue is to be arranged by either Party alternately.

24. The parties will bear their own costs including cost of presenting their cases/evidence/witness(es)/expert(s) on their behalf. The parties agree to rely upon documentary evidence in support of their claims and not to bring any oral evidence in IEC proceedings.
25. If any witness(es) or expert(s) is/are, with the consent of the parties, called upon to appear at the instance of the IEC in connection with the matter, then, the costs towards such witness(es)/expert(s) shall be determined by the IEC with the consent of the Parties and the cost so determined shall be borne equally by the Parties.
26. The other expenditures/costs in connection with the Conciliation proceedings as well as the IEC's fees and expenses shall be shared by the Parties equally.
27. Out of the lump sum fees of Rs 75,000/- for Sitting Fees, 50% shall be payable after the first meeting of the IEC and the remaining 50% of the Sitting Fees shall be payable only after termination of the conciliation proceedings in terms of para 22 hereinabove.

28. The travelling, transportation and stay at outstation shall be arranged by concerned Unit as per entitlements as per Serial No. 3 of the Table at para 23 above, and in case such arrangements are not made by the BHEL Unit, the same shall be reimbursed to the IEC on actuals limited to their entitlement as per Serial No. 4 of the Table at Para 23 above against supporting documents. The IEC Member(s) shall submit necessary invoice for claiming the fees/reimbursements.
29. The Parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of its implementation and enforcement or as required by or under a law or as per directions of a Court/Governmental authority/regulatory body, as the case may be.
30. The Parties shall not rely upon or introduce as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the Disputes that is the subject of the Conciliation proceedings:
 - a. Views expressed or suggestions made by the other party in respect of a possible settlement of the Disputes;
 - b. admissions made by the other party in the course of the Conciliator proceedings;
 - c. proposals made by the Conciliator;
 - d. The fact that the other Party had indicated his willingness to accept a proposal for settlement made by the Conciliator.
31. The Parties shall not present the Conciliator(s) as witness in any Alternative Dispute Resolution or Judicial proceedings in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
32. None of the Conciliators shall act as an arbitrator or as a representative or counsel of a Party in any arbitral or judicial proceeding in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
33. The Parties shall not initiate, during the Conciliation proceedings, any arbitral or judicial proceedings in respect of a Disputes that is the subject matter of the Conciliation proceedings except that a Party may initiate arbitral or judicial proceedings where, in his opinion, such proceedings are necessary for preserving his rights including for preventing expiry of period of limitation. Unless terminated as per the provisions of this Scheme, the Conciliation proceedings shall continue

notwithstanding the commencement of the arbitral or judicial proceedings and the arbitral or judicial proceedings shall be primarily for the purpose of preserving rights including preventing expiry of period of limitation.

34. The official language of Conciliation proceedings under this Scheme shall be English unless the Parties agree to some other language.

Format 2 to BHEL Conciliation Scheme, 2018

**FORMAT FOR SEEKING CONSENT FOR REFERRING THE DISPUTES TO
CONCILIATION THROUGH IEC**

To,

M/s. (Stakeholder's name)

**Sub: Resolution of the Disputes through conciliation by Independent
Expert Committee (IEC).**

Ref: Contract No/MoU/Agreement/LOI/LOA& date _____.

Sir,

With reference to above referred Contract/MoU/Agreement/LOI/LOA, you have raised certain Disputes/claims. Vide your letter dated_____ you have requested BHEL to refer the Disputes/claims to IEC for Conciliation.

We are enclosing herewith Format (3) for giving consent and the terms and conditions of BHEL Conciliation Scheme, 2018 governing conciliation through IEC. You are requested to give your unconditional consent to the said terms and conditions of the Scheme by returning the same duly sealed and signed on each page. On receipt of your consent, matter will be put to the Competent Authority for consideration and decision.

Please note that BHEL has also certain claims against you (if applicable). BHEL reserves its right to agree or not to agree conciliation of the said disputes through BHEL and this letter is being issued without prejudice to BHEL's rights and contentions available under the contract and law.

Yours faithfully,

Representative of BHEL

Format 3 to BHEL Conciliation Scheme, 2018
FORMAT FOR GIVING CONSENT BY
CONTRACTOR/VENDOR/CUSTOMER/COLLABORATOR/CONSORTIUM PARTNERS FOR REFERRING THE DISPUTES TO CONCILIATION THROUGH IEC

To,

BHEL

.....

Sub: Resolution of Disputes through Conciliation by Independent Expert Committee (IEC).

Ref: Contract/MoU/Agreement/LOI/LOA No & date____

With reference to above referred contract, our following bills/invoices/claims submitted to BHEL are still unpaid giving rise to Disputes:

SL. no.	Claim Description	Bill submitted to BHEL (no. and date)	Amount of the bill/claim	Amount received from BHEL	Outstanding Amount

Accordingly we request you to kindly refer the Disputes in respect of above claims to IEC for Conciliation.

We hereby agree and give our unconditional consent to the terms and conditions of BHEL Conciliation Scheme, 2018 governing conciliation through IEC. We have signed the same on each page and enclosed it for your consideration.

Yours faithfully,

(Signature with stamp)

Authorized Representative of Contractor

Name, with designation

Date

Format 5 to BHEL Conciliation Scheme, 2018
STATEMENT OF CLAIMS/COUNTER CLAIMS TO BE SUBMITTED TO
THE IEC BY BOTH THE PARTIES

1. Chronology of the Disputes
2. Brief of the Contract/MoU/Agreement/LOI/LOA
3. Brief history of the Disputes:
4. Issues:
5. Details of Clam(s)/Counter Claim(s):

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

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

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

Annexure-V

Item/Package Name :	198 kV Surge Arrester
Enquiry No.:	34Q2300047 dated 21.05.2022
Project:	FGD System package for NTPL - 2x500 MW TPP at Tuticorin
Type of project	FGD System package
Percentage of Local Content	(Bidder to enter the applicable % of local content)

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

Format of Self certification regarding Local Content in line with PPP-MII order, order ref no.:- A-1/2021-FSC-Part (5) dated 16.11.2021 issued by Govt of India, Ministry of Power)

Date: / /

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

That I will agree to abide by the terms and conditions of the Public Procurement (Preference to Make in India) Order, 2017 (*hereinafter PPP-MII order*) of Government of India issued vide Notification No: P-45021/2/2017-BE-II dated 15/06/2017, its revision dated 04/06/2020 and any subsequent modifications/Amendments, if any.

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

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

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

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

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

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

i Name and details of the Local Supplier
 (Registered Office, Manufacturing unit location, nature of legal entity)

ii. Date on which this certificate is issued

Annexure-V

Item/Package Name :	198 kV Surge Arrester
Enquiry No.:	34Q2300047 dated 21.05.2022
Project:	FGD System package for NTPL - 2x500 MW TPP at Tuticorin
Type of project	FGD System package
Percentage of Local Content	(Bidder to enter the applicable % of local content)

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

- iii. Goods/services/works for which the certificate is produced
- iv. Procuring entity to whom the certificate is furnished
- v. Percentage of local content claimed and whether it meets the Minimum Local Content prescribed
- vi. Name and contact details of the unit of the Local Supplier (s)
- vii. Sale Price of the product
- viii Ex-Factory Price of the product
- ix. Freight, insurance and handling
- x. Total Bill of Material
- xi List and total cost value of input used to manufacture the Goods/to provide services/in construction of works
- xii. List and total cost of input which are domestically sourced. Value addition certificates from suppliers, if the input is not in-house to be attached
- xiii. List and cost of inputs which are imported, directly or indirectly

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

Authorized signatory (To be duly authorized by the Board of Directors)

<Insert Name, Designation and Contact No.>

Clause regarding regarding restrictions under Rule 144 (XI) of the General Financial Rules (GFRs), 2017 as per Government of India order OM No.6/18/2019-PPD dated 23.07.2020

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not failing in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means:
 - a. An entity Incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity Incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through 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 or 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 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.

Clause regarding regarding restrictions under Rule 144 (XI) of the General Financial Rules (GFRs), 2017 as per Government of India order OM No.6/18/2019-PPD dated 23.07.2020

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

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

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

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

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

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

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

Bidder's authorized signatory with stamp & seal

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

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

SI No.	Description	Bidder's confirmation
1	<p><i>We, M/s_____ have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. We are from such a country which shares a land border with India & have been registered with the Competent Authority as specified in above said order. We hereby certify that we fulfil all requirements in this regard and are eligible to be considered.</i></p> <p><i>Evidence of valid registration by the Competent Authority is attached.</i></p>	<p align="center"><i>Agreed</i></p>

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

Bidder's authorized signatory with stamp & seal

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

Dated 02/07/2020

ORDER

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

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

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

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

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



(Goutam Ghosh)

Director Tel: 011-23716674 To:

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

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

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

Vendor Compliance format in bidder letter head

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

Enquiry No/ PO No & Date : 34Q2200223 dated 22.02.2022
Project : TANGEDCO Kodayar
Name of items/Package : 96 kV Surge Arrester

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

RISK PURCHASE

1.1. In case the Supplier / Contractor fails to supply or fails to comply with terms & conditions of the Purchase Order / Contract or delivers equipment / material not of the contracted quality or fails to adhere to the contract specifications or fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery / completion period to justify that supplies shall be inordinately delayed beyond contractual delivery / completion period, BHEL reserve the right to cancel the Purchase Order / Contract either in whole or in part thereof without compensation to Supplier / Contractor and if BHEL so desires, may procure such equipment / material / items not delivered or others of similar description where equipment / material / items exactly complying with particulars are not readily procurable in the opinion of BHEL which is final and in such manner as deemed appropriate, at the risk and cost of the Supplier / Contractor and the Supplier / Contractor shall be liable to BHEL for any excess cost to BHEL. However, the Supplier / Contractor shall continue execution of the Purchase Order / Contract to the extent not cancelled under the provisions of this clause.

1.2. Risk & Cost Clause, in line with Conditions of Contract may be invoked in any of the following cases:

- i) Contractor/ supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/ supplier including unexecuted portion of work/ supply does not appear to be executable within balance available period considering its performance of execution.
- ii) Withdrawal from or abandonment of the work by contractor/supplier before completion as per contract.
- iii) Non completion of work/ Non-supply by the Contractor/ supplier within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor/ supplier.
- iv) Termination of Contract on account of any other reason(s) attributable to Contractor/ Supplier.
- v) Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
- vi) Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier.

1.3. **Risk and Cost amount against Balance Work:**

In case Risk & Cost is invoked, the amount of Risk & Cost against balance work shall be calculated as under:

Risk & Cost Amount (A-B) (A x H/100)

Where,

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

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

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

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

(Balance scope of work/ supply)

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

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

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

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

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

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

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

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

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

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

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

1.5. Recovery from Supplier

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

SCHEDULE OF TECHNICAL DEVIATION

TENDER ENQUIRY NO. 34Q2300047 dated 21.05.2022

Item Name: - 198 kV Surge Arrester

Project Name: - FGD System package for NTPL – 2x500 MW TPP at Tuticorin

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

SL.NO.	CLAUSE NO. OF GENERAL TERMS AND CONDITIONS	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 Technical Specifications,

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

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

All deviations must be mentioned in this format only. Deviation(s) to terms mentioned else where will not be considered.

Place:

Date :

Signature of the authorised representative of

Bidder's name :

Designation:

Company Seal:

SCHEDULE OF COMMERCIAL DEVIATION

TENDER ENQUIRY NO. 34Q2300047 dated 21.05.2022

Item Name: - 198 kV Surge Arrester

Project Name: - FGD System package for NTPL – 2x500 MW TPP at Tuticorin

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

SL.NO.	CLAUSE NO. OF GENERAL TERMS AND CONDITIONS	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 General Terms and Conditions.

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

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

All deviations must be mentioned in this format only. Deviation(s) to terms mentioned elsewhere will not be considered.

Place:

Date :

Signature of the authorised representative of

Bidder's name :

Designation:

Company Seal: